

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

International Union of Operating Engineers of Eastern Pennsylvania and Delaware Benefit Pension Fund, et al.

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jeremy E. Meyer, Esquire of Cleary, Josem & Trigiani, LLP  
325 Chestnut St., Suite 200, Phila., PA 19106 (215)735-9099

**DEFENDANTS**

R&M Masonry Contractors, Inc.

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Action to collect delinquent contributions to employee benefit funds.

Brief description of cause:

ERISA, 29 U.S.C., Sections 1132(a)(3)(B), (d)(1) and Section 301(a) of the LMRA

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ \_\_\_\_\_

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

09/19/2019

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

International Union of Operating Engineers  
of Eastern Pennsylvania and Delaware  
Benefit Pension Fund, et al.

v.

R&M Masonry Contractors, Inc.

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

09/19/2019

**Date**

 Jeremy E. Meyer, Esquire

**Attorney-at-law**

Plaintiffs

**Attorney for**

(215)735-9099

**Telephone**

(215)640-3201

**FAX Number**

jmeyer@cjtllaw.org

**E-Mail Address**

## DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 1375 Virginia Drive, Suite 100, Ft. Washington, PA 19034

Address of Defendant: 820 Fox Chse Rd., Suite 2, Rockledge, PA 19046

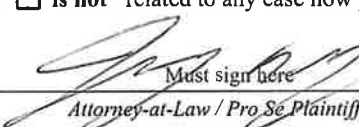
Place of Accident, Incident or Transaction: Philadelphia, PA

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☐ is not related to any case now pending or within one year previously terminated action in this court except as noted above.DATE: 09/19/2019


Must sign here  
Attorney-at-Law / Pro Se Plaintiff

85303

Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)****A. Federal Question Cases:**

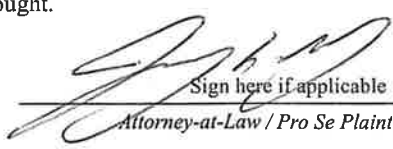
- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☒ 11. All other Federal Question Cases  
(Please specify): ERISA

**B. Diversity Jurisdiction Cases:**

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_
- ☐ 7. Products Liability
- ☐ 8. Products Liability – Asbestos
- ☐ 9. All other Diversity Cases  
(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Jeremy E. Meyer, counsel of record or pro se plaintiff, do hereby certify:☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:☒ Relief other than monetary damages is sought.DATE: 09/19/2019


Sign here if applicable  
Attorney-at-Law / Pro Se Plaintiff

85303

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.



## **INTRODUCTION**

This is an action brought by employee benefit plans to collect delinquent contributions, interest on delinquent contributions, liquidated damages, and attorneys' fees, and by a labor union to collect unremitted union dues, pursuant to section 503 of the Employee Retirement Income Security Act (hereinafter "ERISA"), 29 U.S.C. §1132, and section 301 of the Labor Management Relations Act (hereinafter "LMRA"), 29 U.S.C. §185.

## **JURISDICTION AND VENUE**

1. The jurisdiction of this Court is invoked pursuant to §502(a)(3)(B), (d)(1) and (f) and §4301(a)(1) and (c) of ERISA, 29 U.S.C. §§1132(a)(3)(B), (d)(1) and (f) and §1451(a)(1) and (c), respectively, and §301(a) of the LMRA, 29 U.S.C. §185(a).

2. This Court is one of proper venue under ERISA §§502(e)(2) and 4301(d), 29 U.S.C. §§1132(e)(2) and 1451(d), respectively, because the International Union of Operating Engineers of Eastern Pennsylvania and Delaware Benefit Pension Fund (hereinafter the "Pension Fund"), the International Union of Operating Engineers of Eastern Pennsylvania and Delaware Health and Welfare Fund (hereinafter the "Health Fund"), the International Union of Operating Engineers of Eastern Pennsylvania and Delaware Apprenticeship and Training Fund (hereinafter the "Apprenticeship Fund"), the International Union of Operating Engineers of Eastern Pennsylvania and Delaware Supplemental Unemployment Benefit Fund (hereinafter the "SUB Fund"), and the International Union of Operating Engineers of Eastern Pennsylvania and Delaware Annuity Fund (hereinafter the "Annuity Fund") (hereinafter collectively the "Funds") are administered in Pennsylvania.



## **PARTIES**

3. At all times relevant hereto, the Funds are “multi-employer plans” and “employee benefit plans” within the meaning of sections 3(2), (3) and (37), of ERISA, 29 U.S.C. §1002(2), (3), and (37) which are maintained for the purpose of providing health and welfare, pension, apprenticeship and training, supplemental unemployment benefits, and annuities and related benefits to eligible participants and are trust funds established and maintained pursuant to section 302(c)(5) of the LMRA, 29 U.S.C. §186(c)(5). The Funds qualify to commence this action pursuant to section 502(d)(1) of ERISA, 29 U.S.C. §1132(d)(1).

4. At all times relevant hereto, the Funds maintain their principal place of business at P.O. Box 1627, Fort Washington, Pennsylvania 19034.

5. The Funds bring this action on behalf of themselves and on behalf of plan participants and beneficiaries pursuant to sections 502(a)(3)(B)(ii) and 4301(a)(1) of ERISA, 29 U.S.C. §§1132(a)(3)(B)(ii) and 1451(a)(1), respectively.

6. At all times relevant hereto, Plaintiff International Union of Operating Engineers Local Union 542, AFL-CIO (the “Union”) is an unincorporated association commonly referred to as a labor union, and is the exclusive representative for the purposes of collective bargaining of the employees of Defendant R&M Masonry Contracting, Inc. who are and/or were employed in an industry affecting interstate commerce within the meaning of 29 U.S.C. §§152(5), (6) and (7), 185(a) and 1002 (4), (11), and (12).

7. At all times relevant hereto, the Union maintains its principal place of business at 1375 Virginia Drive, Suite 100, Fort Washington, PA 19034.

8. The Union brings this action pursuant to Section 301 of the LMRA, 29 U.S.C. §185.

9. Defendant, R&M Masonry Contracting, Inc. (hereinafter the “contributing employer”), is an employer in an industry affecting commerce within the meaning of section 3(5), (11), and (12) of ERISA, 29 U.S.C. §§1102(5), (11), and (12) and has a business address as set forth in the caption.

10. At all times relevant hereto, the contributing employer was a party to a collective bargaining agreement whereby it agreed to make full and timely payments to the Funds based upon the number of hours worked by its employees. A true and correct copy of the collective bargaining agreement is attached hereto as Exhibit A.

**COUNT ONE**  
**Funds v. Contributing Employer**  
**Delinquent Contributions under ERISA and LMRA**

11. The above paragraphs are incorporated herein by reference as though duly set forth at length.

12. The amount of contributions due to each of the Funds from the contributing employer is determined by the hours worked and wages paid to employees covered by the collective bargaining agreement during a calendar month. (Exhibit A, Article V, pp. 29-31)

13. Pursuant to Article V, Section 7(1) of the collective bargaining agreement, the contributing employer is obligated to submit remittance reports documenting the hours worked and wages paid by each employee whose employment is governed by the collective bargaining agreement, as well as the contributions and remittances due on a monthly basis on the twenty-fifth (25<sup>th</sup>) day of the month following the month in which the wages which are the basis for the contribution calculation were earned. (Exhibit A, p. 31)

14. Pursuant to Article V, Sections 7(2), (3), (5), (6), (7), (8), (9), and (11) of the collective bargaining agreement and 29 U.S.C. §1132(g)(2)(B), contributions that are not paid by the day on which they are due accrue interest, calculated at a rate of ten percent (10%) per annum from the first day of the month following the date such contributions are due. (Exhibit A, pp. 31-32)

15. Pursuant to Article V, Section 7(5), (8), (9), and (11) of the collective bargaining agreement and 29 U.S.C. §1132(g)(2)(C)(ii), any contribution not received by its due date is charged liquidated damages equal to ten percent (10%) of the amount of the unpaid or late-paid contribution. (Exhibit A, pp. 31-32)

16. The contributing employer failed to submit reports or payments for the months of December 2018 through May 2019.

17. Based on information provided by Union members, Plaintiffs recreated remittance reports for his work during December 2018 through May 2019. True and correct copies of the recreated remittance reports are attached as Exhibit B.

18. The recreated remittance reports document that a total of \$42,415.66 in contributions were due to the Funds for the months of December 2018 through May 2019.

19. Despite notice of the delinquency and demands for payment of the delinquent amounts, the contributing employer has failed and refused to pay the contributes due for the months of December 2018 through May 2019.

20. In addition to the delinquent principal, the contributing employer owes ongoing interest on that delinquency calculated at a rate of ten percent (10%) per annum, pursuant to Article



V, Section 7(2), (3), (5), (6), (7), (8), (9), and (11) of the collective bargaining agreement and 29 U.S.C. §1132(g)(2)(B).

21. The contributing employer also owes \$4,241.57 in liquidated damages (10% of the principal), pursuant to Article V, Section 7(5), (8), (9), and (11) of the collective bargaining agreement (Exhibit A, pp. 31-32) and 29 U.S.C. §1132(g)(2)(C)(ii).

22. Pursuant to Article V, Sections 7(5) and (11) of the collective bargaining agreement (Exhibit A, pp.31-32) and 29 U.S.C. §1132(g)(2)(D), the contributing employer is also liable for the Funds attorneys' fees and costs in this action.

WHEREFORE, Plaintiffs ask that the Court enter the following Judgment against the contributing employer and in favor of the Funds for the following:

- (1) \$42,415.66 in principal delinquent contributions for the December 2018 through May 2019 work months, pursuant to Article V of the collective bargaining agreement and 29 U.S.C. §1132(g)(2)(A);
- (2) Ongoing interest on the amount set forth in (1), calculated at a rate of ten percent per annum, pursuant to Sections 7(2), (3), (5), (6), (7), (8), (9), and (11) of the collective bargaining agreement and 29 U.S.C. 1132(g)(2)(B);
- (3) \$4,241.57 in liquidated damages, pursuant to Article V, Sections 7(5), (8), (9), and (11) of the collective bargaining agreement and 29 U.S.C. §1132(g)(2)(C)(ii);
- (4) Plaintiffs' reasonable attorneys' fees and costs pursuant to Article V, Section 7(5) and (11) of the collective bargaining agreement and ERISA, 29 U.S.C. §1132(g)(2)(D); and
- (5) Any other further relief the court finds just and proper.

**COUNT TWO**  
**Union v. Contributing Employer**  
**Delinquent Dues under LMRA**

23. The above paragraphs are incorporated herein by reference as though duly set forth at length.

24. Article V, Section 8 of the collective bargaining agreement requires the contributing employer to deduct union dues from the wages of employees who authorize such deduction and to remit the deducted amounts to the Union. (Exhibit A, p. 32)

25. Such dues must be submitted to the Union, along with a report of the deduction on the remittance report submitted to the Funds, by the twenty-fifth day of the month following the reporting month. (Exhibit A, pp. 31 and 32)

26. The recreated remittance reports document that a total of \$2,586.51 was deducted from employees' pay as dues deductions during the months of December 2018 through May 2019. (see Exhibit B).

27. No such dues were remitted to the Union.

28. Despite notice of the delinquent dues and demands for payment thereof, the contributing employer has failed and refused to pay.

29. The contributing employer's actions violate the terms of the collective bargaining agreement.

WHEREFORE, Plaintiffs ask that the Court enter the following Judgment against the contributing employer and in favor of the Union for:

- (1) \$2,586.51 in union dues pursuant to 29 U.S.C. §185 and the collective bargaining agreement;

- (2) Grant any other further relief the court finds just and proper.

**COUNT THREE**  
**Union v. Contributing Employer**  
**Conversion**

30. The above paragraphs are incorporated herein by reference as though duly set forth at length.

31. The Court has supplemental subject matter jurisdiction of the pendant state law claims under 28 U.S.C. § 1367.

32. Pursuant to Article V, Section 8 of the collective bargaining agreement, union dues are deducted from employees' paycheck to be forwarded to the Union by the contributing employer. (Exhibit A, p. 32)

33. The dues deducted from employees' paycheck are the property of the Union and are to be held in trust and promptly remitted by the contributing employer.


34. By failing to remit the deducted amounts to the Union by their respective deadline, the contributing employer deprived and continues to deprive the Union of its property without consent of the Union or legal justification.

35. By failing to remit the dues that had been deducted from employees' paychecks, the contributing employer is liable for the tort of conversion.

WHEREFORE, plaintiffs ask that the Court:

- (1) Enter judgment in favor of the plaintiff Union and against the defendant contributing employer in the amount of \$2,586.51 for unremitted dues that were deducted from employees' paychecks during the months of December 2018 through May 2019; and
- (2) Grant any other further relief the court finds just and proper.

CLEARY, JOSEM & TRIGIANI, LLP

BY:   
REGINA C. HERTZIG, ESQUIRE  
JEREMY E. MEYER, ESQUIRE  
Constitution Place  
325 Chestnut Street, Suite 200  
Philadelphia, PA 19106  
(215) 735-9099

Dated: September 20, 2019

# Exhibit A





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## **BOOK ONE**

### **ARTICLE I**

#### **Section 1 - Recognition**

The Union having requested recognition as the Section (a) representative of the Employees covered by this Agreement and having demonstrated through authorization cards that it has the support of the majority of such Employees to serve as such representative, the Employer hereby recognizes the Union as the Section 9(a) representative for all persons performing work within the mechanical jurisdiction of the Union, whether or not any of such persons are members of the Union, provided that the provisions of this Section shall be subject to the provisions of Article IV, Section 1.

#### **Section 2 - Legality**

Should any of the terms or provisions of this Agreement be determined to be, or held to be, in contravention of any applicable statute or regulation enacted, promulgated or issued by any duly qualified governmental agency, any such term or provision shall be null and void, without thereby affecting any of the other terms or conditions hereof.

#### **Section 3 - Jurisdiction**

It is expressly understood that all equipment that is under the jurisdiction of the Operating Engineers shall remain the jurisdiction of the Engineers whether or not manning is required under this contract.

The mechanical jurisdiction of the Union covers the erecting, operating, dismantling, and repairing of all mechanical equipment used in and about the construction of building and/or other construction work as awarded to the International Union of Operating Engineers by and as recognized by the Building and Construction Trades Department of A.F. of L. including:

Wrecking, digging or boring type machines, street sweeping, debris and snow removal machines, mine hoists, telpher and grab bucket machines, pumps, siphons, pulsometers, generators, concrete mixers and pumps, stone crushers, air compressors, welders, drilling machines, sand blasting machines, high or low pressure boilers, locomotive tractor and truck type cranes, cherry pickers, derricks, forklifts, boom hoists, automatic hoists and elevators (permanent or temporary), street rollers, steam and power shovels, Le Tourneau and other type scoops, pull shovels, mucking machines, draglines and cableways, clam shell and orange peel buckets when used in connection with any machine derrick or boom hoist, land and floating pile drivers, floating derrick barges, power/safety boats, floating and self-propelled dredges and rock drilling plants, dinkey and standard locomotive derrick cars, tractors and tractor-propelled machines, power and elevating scraper, graders, scarifiers, bulldozers, loaders, Barber-Greene, trenching and ditching machines, mechanical hoe-type machines, backfillers and conveyors, electronically controlled construction equipment similar to those in this section, all nuclear powered equipment, helicopters, remote control machines used in operating equipment, walk behind equipment similar to the above such as dingo type equipment, vac trucks, hydro vac trucks, all types of railroad equipment, refrigerating machines when used in construction and any other machines listed in the wage classifications herein.

The working jurisdiction of the Union covers the transport, erecting, operating, dismantling, and repairing of all mechanical equipment used in and about the construction of buildings and/or other construction work as awarded to the International Union of Operating Engineers and as recognized by the Building Construction Trades Department of A. F. of L. including:



**ARTICLE II**  
**GENERAL PROVISIONS**

The Referral System will operate pursuant to the Unified Code of Rules and Regulations herein set forth which will be applicable in all Districts throughout the jurisdiction of Local 542. All prior Hiring Hall Rules, Policies and Practices are no longer to be followed.

**Section 1 - Non-Discrimination**

No Employee or applicant for employment shall be discriminated against by reason of race, religion, color, sex, age, or national origin.

The selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements, except as outlined in the Collective Bargaining Agreement.

**Section 2 - Referral System**

A. The Employer shall give the Union reasonable notice of its need for workers, and within such period shall not hire persons not referred by the Union. If, however, the Union fails to refer workers within a twenty-four (24) hour period after having received actual notice from the Employer, the Employer shall have the right to hire persons not referred by the Union or requested from the Union.

B. In notifying the Union of its need for workers, the Employer shall specify to the Union (1) the number of workers required; (2) the location of the project; (3) the nature and type of construction involved; (4) the anticipated duration of the work to be performed; and (5) such other information as may be necessary to enable the Union to make proper referral of applicants.

C. The Employer shall have the right to determine the competency and qualifications of any individual referred by the Union, and the right to hire or not to hire. Once an individual has been hired, however, no Employee shall be discharged except for just cause.

D. The Union shall register and refer all applicants for employment on the basis of the priority groups listed below. Each applicant shall be registered in the highest priority group for which he or she is qualified. In determining the eligibility of all applicants for assignment to the various groups hereinafter identified, the records of Local 542 Operating Engineers Welfare and Pension Plan Fund Office shall be relevant for all periods covered by such records. Upon gaining Group Status no applicant shall be dropped to a lower group.

**Group I**

Group I shall consist of all those applicants who are under Group I and who have qualified for same as of May 1, 1963, and all applicants who have worked within the geographical area of the Eastern half of the State of Pennsylvania and the State of Delaware an aggregate of five thousand (5,000) hours within the past eight (8) years; or two thousand five hundred (2,500) hours within the past three (3) years. All applicants shall be entitled to priority under Group I who would have qualified for any of the foregoing classifications were it not for absence due to military service, or service as a Union Official, or to disability within the provisions of Local 542 Operating Engineers Welfare Plan, or under the provisions of any workmen's compensation law. Union officials shall be entitled to a credit of forty (40) hours per week during service in office in determining their eligibility for preference in Group I.



been exhausted, the Union will then refer applicants in the same manner and order of priority from the Group II and thereafter the Group III Referral Lists.

G. An applicant may register for work referral at the Referral Hall of any one (1) of the Districts of Local 542, but no applicant may be registered at more than one (1) District. No applicant will be referred to work in a District other than the one (1) in which he or she is registered, unless no qualified applicant who is registered on the Referral Lists at that other District is available.

H. Re-registration for referral shall be accepted by the Union at any time during its customary office hours. New registration shall be accepted by the Union at least once each week during office hours. Reasonable notice of new registration periods shall be posted by the Union in the Union office and in any other place where notices to Employees and applicants for employment are customarily posted.

I. The Union will use its best efforts to notify an applicant for referral when such applicant is to be referred to a job pursuant to the request of the Employer, but assumes no obligation or responsibility for failure to locate such applicant.

J. Members becoming unemployed shall immediately contact their District Office and request that their name be placed upon the Referral roster.

K. No member shall have claim rights to a job until he/she actually starts to work.

L. In contacting applicants for referral, the Referral Hall will make at least one (1) telephone call per referral to each applicant on the appropriate list in turn.

M. No Engineer will be referred to jobs in another District unless no qualified Engineer is available in that District. Members of Local 542-C (the C-Branch) will not be referred to work by the construction branch Referral Hall unless they have transferred into the construction branch, or unless no qualified member or affiliate of the construction branch is available.

N. When an applicant is referred for employment and is actually employed on a job for more than fourteen (14) days, such applicant's name shall be removed from the Referral List. When his or her employment terminates, he or she shall be registered at the bottom of the appropriate group Referral List on which he or she is entitled to be registered.

O. Service Fees. Notwithstanding any other provision in this Agreement, it shall be a condition of employment and/or registration for employment that all Employees and prospective Employees covered by this Agreement who are not members of the Union shall be required to pay a service fee of Thirty-six and No/100 dollars (\$36.00) or such other amount as may hereafter be agreed upon, at the time of registration, and no more frequently than on a calendar quarterly basis, thereafter payable in advance, in consideration of the services performed by the Union, including the negotiations and enforcement of the Collective Bargaining Agreements, the maintenance of Referral Halls and other Union activities performed for the general interest of all Employees in the bargaining unit. The failure to pay such quarterly service fees shall be sufficient grounds for removal from the Union Referral List and shall nullify any prior referral therefrom.

### **Skills Cards**

A. The Union shall require all job applicants to submit a signed resume of experience and qualifications on approved skill card forms which the applicant must keep current.

B. No applicant will be referred for employment, and no applicant shall solicit covered work within the jurisdiction of Local 542, unless he or she has completed a work classification card to be filed at the Referral Hall where he or she is registered.

- (1) The applicant has been notified in writing of the occasions on which an Employer has found him or her to be unqualified, and
- (2) A Business Agent has investigated and verified the facts with respect to the second such occasion.

### **Restrictions**

A. The applicant may insert restrictions of his or her choice on the work classification card, including, but not limited to, restrictions pertaining to type of work (i.e., a particular machine or machine functions the applicant does not wish to operate), location of work, and particular Employers for whom the applicant does not wish to work. However, restrictions as to duration of work may not be inserted; provided however, that applicants will be referred to one (1) or two (2) day jobs only as provided in Section 5, Paragraph A.

B. An applicant will not be referred to work that is inconsistent with a restriction marked on his or her card.

### **Bypass**

A. The priorities of referral set forth in Section 2, Paragraph F above, shall be followed except that in cases where the Employer requires and calls for Employees possessing special skills and abilities, the Union shall pass over any applicants on the Referral List not possessing such special skills and abilities. The priorities may also be waived for one (1) and two (2) day jobs.

B. In the event an Employer, for the purpose of complying with affirmative action requirements, specifically requests the Union to refer a qualified minority or female Employee, the Union shall make every effort to comply with such request. In the event the Union is unable to comply with such request within forty eight (48) hours, the Employer may attempt to secure such minority or female Employee through any other sources available to the Employer.

C. The Referral Hall may, in its discretion, go out of order on the appropriate Referral List to refer minorities to long-term work opportunities, or to Employers whose utilization of minorities has been low.

D. The Referral Hall may go out of order on the appropriate list if the Referral Hall Agent determines, based on an applicant's experience, that the work in question requires a skill the applicant does not possess. In such a case, the Referral Hall Agent shall make a written notation of the particular skill in question.

E. The Referral Hall may go out of order on the appropriate list for other good and sufficient cause, provided however, that a written report shall be prepared explaining the basis for any such action.

F. When an Employer needs to obtain Employees on an emergency basis for snow removal, flood control, or other emergency work (hereinafter "emergency employment"), the provisions of these rules shall be suspended, provided however:

- (1) If the Referral Hall refers any applicants for emergency employment, it will prepare a written report listing the circumstances and the applicants so referred;
- (2) Emergency employment will be reported to the Referral Hall by the Employer and the Employee;
- (3) Emergency employment will not be counted for purposes of applying the 90-day recall rule; and
- (4) An applicant who accepts emergency employment will retain his or her out-of-work date unless his or her emergency employment extends beyond five (5) work days.

C. An applicant whom the Referral Hall has been unable to contact over a period of sixty (60) days or who has had no work hours reported over a period of one (1) year, may be sent a registered letter notifying the applicant that he or she will be placed on the Unavailable List unless the applicant notifies the Referral Hall within thirty (30) days that he or she is available for work, following which, the applicant will either be placed on the Referral or Unavailable List as appropriate.

D. Any applicant employed in a supervisory, managerial or similar type capacity (not covered by Local 542's Collective Bargaining Agreement), including, but not limited to, Superintendents, General Foremen, Foremen, Equipment Superintendents, Safety Personnel, Equipment Coordinators or Assistants to the above, shall be removed from the Referral List and placed on the Unavailable List. Said applicant shall be restored to the Referral List according to the date laid off or terminated from the above mentioned employment only upon written request by the applicant.

### **Recalls**

Notwithstanding an applicant's place on the List, the Employer reserves the right to recall through the Union Referral Hall any former Employee in Group I or Group I-A who had been laid off within the preceding ninety (90) calendar days. If no former Employees are available in Groups I or I-A, then the recall request may be extended to former Employees in other Groups.

The former Employee who is being "recalled" shall have the right to accept or reject such employment. Forty-eight (48) hours notice may be required when the former Employee who is requested for recall is employed. A member who is currently employed is still entitled to a recall if he/she meets the standard Recall requirements.

### **Temporary Replacements**

A. An applicant who is referred to a job to replace an Employee, who has been employed more than fourteen (14) days, who has not been laid off but is temporarily absent due to illness, injury, emergency, vacation, or other legitimate cause, shall be considered a "temporary replacement." Referrals of temporary replacements, and the effect of such referrals on an applicant's position on the Referral Lists, shall be governed by the same rules as apply to other referrals; provided however, that when the reason for the temporary absence has ended, the absent Employee will be entitled to his or her job, if available, and the temporary replacement must then leave that job, unless more than 120 calendar days have elapsed.

B. The Employee being temporarily replaced has claim rights to his or her job for 120 calendar days. The temporary replacement shall maintain his/her place on the list for 120 days, at which time, his fourteen (14) calendar days start and he will be given the option of returning to the Referral List or keeping the job. It shall be the temporary replacements duty to notify the Referral Hall or he/she shall go to the bottom of the list on the 135th day. Temporary replacements are not eligible for Recall.

C. Any member leaving his/her work without notifying the Employer and the Business Representative, so that arrangements can be made for his/her replacement, may be disciplined by the Union.

### **Quits or Refuse to Hire**

A. Any applicant who is referred to any Employer and is thereafter rejected by the Employer, either being not hired, or being discharged by the Employer in a period of fourteen (14) consecutive calendar days or less from the date employment actually commences, will retain his or her position on the Referral List.



F. Any job applicant who obtains employment through direct solicitation, but who fails to adhere to the Direct Solicitation Procedure herein, shall be removed from the job in question and shall forfeit the right to be recalled by that Employer under the ninety (90) calendar day recall rule, and shall further be barred from participating in this Direct Solicitation Procedure for a period of ninety (90) calendar days from the date the violation is recognized.

G. Prior to employing the job applicant, the Employer shall contact the Referral Hall Agent for verification that the job applicant and Employer are eligible.

H. An eligible Employer is any Employer who is (1) signatory to this Agreement and (2) is not delinquent in the payment of fringe benefits to the extent that the Union withholds Employees as provided in Article 5, Section 7 of the current Collective Bargaining Agreement.

I. Any Employer who intentionally or repeatedly violates the provisions of the Direct Solicitation Procedure, in addition to any other penalty or sanction herein provided, will be barred from participating in this Direct Solicitation Procedure for a period of ninety (90) calendar days from the date the violation is recognized.

### **Grievance**

In the event any job applicant is aggrieved with respect to the functioning of the hiring provisions of this Agreement, he may within ten (10) calendar days following the occurrence of the event which constitutes the basis for grievance, file with the person in charge of registration and referral a written statement of the grievance clearly and specifically setting forth the wrong or violation charged. An Appellate Tribunal consisting of an Employer representative, a Union representative and an Impartial Chairman appointed jointly by the Employer and Union, shall consider such grievance and render decisions which shall be binding. The Appellate Tribunal is authorized to issue procedural rules for the conduct of its business but is not authorized to add to, subtract from, or modify any of the provisions of the Agreement or these Rules and its decision shall be in accord with the Agreement and these Rules.

### **Penalties**

A. Any applicant who violates these rules shall forfeit the right to any employment obtained by reason of the violation, and shall be subject to removal from the job. To the extent permitted by law, the applicant shall also be subject to discipline pursuant to the Constitution and By-Laws applicable to Local 542.

B. Any Employer who violates these rules shall be subject to appropriate sanctions and remedies, including, but not limited to, the application of the penalty clause of the applicable Collective Bargaining Agreement and forfeit to the extent permitted by law, of rights otherwise afforded to Employers by these rules and/or by the applicable Collective Bargaining Agreement.

### **Authority of Executive Board**

The Executive Board of Local 542 shall be authorized to issue, implement, and amend the rules and regulations affecting the Referral Hall and the controlled solicitation authorized herein so as to implement, modify, and effectuate the substantive provisions of the Agreement.

### **Posting**

The Union shall post in every Referral Hall a copy of these Rules.

### **Section 3 – Non-Payment of Dues**

Any Employee who is expelled or suspended from membership in the Union or from the Union registration list because of non-payment of initiation fee, dues, and/or service fees (such as would make an Employee subject of discharge within the provisions of the Labor Management Relations Act of 1947, or amendments thereto) shall be discharged within three (3) working days after receipt or written notice from the Union of such Employee's expulsion or suspension.

## **Section 7 - Association Agency**

The Association named herein is negotiating Agent for its present members and future members. Only those members who meet reasonable standards mutually agreed upon will become party to this Agreement. For the breach of this Agreement, the liability of the members of the Association shall be several and not joint. No member of the Association bound by this contract may withdraw from this contract before the end of its termination date. When the Union advises the Employer in writing that this contract is about to expire, and requests a meeting to negotiate a new contract, the Employer hereby agrees that, whether he is a member or not, the Employer will be bound by the contract to be entered into between the Union and the Association (in the area where such Employer is located) or has any jobs within the territorial jurisdiction of the Union, unless a separate contract is agreed to between the Employer and the Union.

## **Section 8 - Insurance**

The Employer shall provide insurance in the amount of at least \$100,000/\$300,000 to protect Employees covered by this Agreement from personal and public liability resulting from his employment, other than actions by an Employee of the same Employer.

## **Section 9 - Failure to Properly Man Equipment**

When a Contractor fails to properly man any piece of equipment under the terms of this Agreement, he shall be required to pay an amount equal to double wages to Employees designated by the Union in lieu of the employment opportunity not provided. The Union shall furnish the Association and the Employer with the names of such Employees and the gross wages (before payroll deductions) which each is to receive. The identity of the named recipient and the accuracy shall be solely the responsibility of the Union, and neither the Employer nor the Association shall be in any way responsible therefore. In the event that the Employer and the Union cannot agree in any such case on the amount to be paid, then the amount to be paid in such case shall be determined by agreement between the Union and the Association.

## **Section 9A - Failure to Properly Man Equipment - 29 County Highway**

When a Contractor fails to properly man any piece of equipment under the terms of this Article, he shall be required to pay an amount equal to wages lost to Employees designated by the Union in lieu of the employment opportunity not provided. In the event a Contractor is a consistent violator of this provision he shall be required to pay an amount equal to double wages. The Union shall furnish the Association and the Contractor with the names of such Employees and the gross wages (before payroll deductions) which each is to receive. The identity of the named recipient and the accuracy shall be solely the responsibility of the Union, and neither the Contractor nor the Association shall be in any way responsible therefore. In the event that the Contractor and the Union cannot agree in any case on the amount to be paid, then the amount to be paid in such case shall be determined by agreement between the Union and the Association.

## **Section 10 - Equipment Testing**

Any equipment whose manning requirements are dictated by size or rating shall be tested if there is any doubt of the accuracy of listed size or rating. If alterations have been made which has the results of circumventing this Agreement, compensation shall be made as outlined in Article II, Section 9, 9A.

A professional testing company will evaluate the factory "Bill of Material" and render an opinion as to whether the machine requires an Oiler or manning under the Collective Bargaining Agreement. Both the Union and the Employer will abide by this opinion.

### **ARTICLE III**

## **JOINT LABOR-MANAGEMENT DRUG/ALCOHOL ABUSE PROGRAM**

As a joint commitment to protect people and property and to provide a safe working environment, the Union and the Association cooperatively agree that the Employer shall have the right to implement a Drug and Alcohol Testing Program.

### **Section 1 - Policy Statement**

The parties recognize the problems created by drug and alcohol abuse and the need to develop a prevention program. The Company and the signatory Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe and healthy work environment for all its Employees.

### **Section 2 - Definitions**

A. Company Premises - The term "Company Premises" as used in policy includes all property, facilities, land, buildings, structures, automobiles, trucks, and other vehicles owned, leased or used by the Company. Construction job sites for which the Company has responsibility are included.

B. Prohibited Items and Substances - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an Employee on the job. Regardless of anything herein to the contrary, prescription drugs and devices as currently prescribed by a medical doctor shall be exempt. The Employee will not be discharged or disciplined if he or she conforms to an agreed upon policy established by the Union and Employer.

C. Employees - Individuals, who perform work for the Company including, but not limited to, management, supervision, Engineering, craft workers, and clerical personnel.

D. Accident - Any event resulting in injury to a person or property to which an Employee, or Contractor/Contractor's Employee, contributed as a direct or indirect cause.

E. Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.

F. Reasonable Cause - Reasonable cause shall be defined as tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

### **Section 3 - Confidentiality**

A. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

B. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

C. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.



C. Testing may be required if an Employee is involved in a work place accident/incident or if there is a work place injury;

D. Testing may be required as a part of a follow-up to counseling or rehabilitation for substance abuse, of up to a one (1) year period;

E. Employees may also be tested on a voluntary basis; Each Employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an Employee refuses to sign a consent form authorizing the test, ongoing employment by the Company will be terminated.

F. Employees may be subject to random testing.

**5 County Heavy/Highway** if an Employer is a Contractor, or Sub-Contractor at any tier, on a project whose owner or construction manager requires compliance with a designated substance abuse program or a policy, this Article III, Section 5 shall be amended to the extent necessary to permit compliance by the Employer; provided however, such compliance shall not be in contravention of any applicable statute or regulation enacted, promulgated, or issued by any duly qualified governmental agency.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both, as required. Blood tests will be utilized for post accident investigation only.

The Company will bear the costs of all testing procedures.

#### **Section 6 - Rehabilitation**

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an Employee voluntarily notifies supervision that he or she may have a substance abuse problem, the Company will assist in advising the Employee regarding medical benefits which may be available under the Company or Union Health and Welfare/insurance program.

If treatment necessitates time away from work, the Company shall provide for the Employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An Employee who successfully completes a rehabilitation program shall be reinstated to his or her former employment status, if work for which he or she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one (1) year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

**ARTICLE V****FRINGE BENEFITS AND MISCELLANEOUS PAYMENTS****Section 1 - Welfare Fund**

The Employer shall pay into a Health and Welfare Fund, established in accordance with the understanding and agreements between the parties hereto a sum equal to 16.0% of wages or guaranteed compensation which has been made to every Operating Engineer, Oiler and Apprentice Engineer employed by the Employer.

In recognition of the serious Non-Union competition, it is understood that the Business Manager of Local 542, for the purpose of making the Employer more competitive, may reduce the contributions required by this Collective Bargaining Agreement to be paid into the Health and Welfare Fund with respect to certain specified hours on particular jobs known as "Pin Pointing". It is further understood that such "Pin Pointing" may be made only with respect to non-prevailing jobs.

Remittance reports shall be made by the Employer on forms provided for that purpose and may be combined with the reports made to the Pension Fund (Section 2), and the Apprentice Fund (Section 3), and the Supplemental Unemployment Benefit Fund (Section 4), Annuity Fund (Section 5, 5A, 5B, and 5C) Industry Fund (Section 6) and the Check-off (Section 8).

The remittance for the Welfare, Pension, Apprentice, Supplemental Unemployment Benefit Fund, and Annuity Fund may be combined in one (1) check. Effective May 1, 1994, the combined rate of Contribution is listed Surcharges plus 29.5% of wages as follows:

**WELFARE - 16.0%**

**PENSION - 10.5%**

**APPRENTICE - 1.0%**

**SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND - 2.0%**

A separate remittance must be made for the Union Check-off (Section 8) in the sum of 3.9% of wages, and a separate remittance must be made for the Industry Fund (Section 6).

Remittance reports shall include the name of the Employee, social security number, the number of hours worked by each Employee during each of the pay periods covered by the report, and total compensation paid.

Wages will include all guaranteed compensation made to every Operating Engineer, Oiler, and Apprentice Engineer employed by the Employer and shall include overtime compensation. Reports and payments shall be made monthly and not later than the fifteenth (15<sup>th</sup>) day of the month following the period covered by such reports.

**Section 2 - Pension Fund**

The Employer shall pay into a Pension Fund established in accordance with the understanding and agreements between the parties hereto, a sum equal to 10.5% of wages or guaranteed compensation which has been made to every Operating Engineer, Oiler, and Apprentice Engineer employed by the Employer. Reports shall be submitted in accordance with Section 1 above.

**Section 6B - Industry Advancement Fund – 5 County Building**

Effective May 1, 2014, each Employer who is an associated member of the General Building Contractors Association (GBCA) shall pay into the GBCA Industry Advancement Fund a sum in the amount of \$0.15 per hour for each hour for which payment has been made for each Operating Engineer, Oiler, and Apprentice Engineer employed by the Employer.

**Section 7 - Penalty Clause - Delinquency Procedure - Liquidated Damage Policy**

(1) ALL FRINGE BENEFITS FUNDS ("JOINT FUNDS"). All remittance reports and contributions are due no later than the twenty-fifth (25th) day of the month following the month for which they are attributable. A required contribution will be considered delinquent if not received in the Office of the Joint Funds by the twenty-fifth (25th).

(2) If a delinquent contribution is not paid by the last day of the month in which it is due, interest shall start to accrue on the delinquent amounts at the rate of ten percent (10%) per annum from the 1st day of the next month.

(3) If the delinquent contribution is not paid by the end of the month in which it is due, the Trustees, through the Office of the Joint Funds, will send written notice to the delinquent Employer advising the Employer that its contributions to the Plan are delinquent and that it is subject to interest on the delinquent contributions at the rate of ten percent (10%) per annum and to sue for collection thereof.

(4) If such delinquent contributions and interest are not, in fact, received within sixty (60) days of the date of the written reminder notice to the delinquent Employer, the matter shall be referred to Counsel or the Joint Funds with instructions to proceed to collect same, unless prior arrangements for collection of contributions and interest has been agreed to by the Joint Funds Collection Manager, with the approval of Joint Funds' Counsel. If the matter is referred to Counsel for collection, Counsel will send written notice to the delinquent Employer of the Joint Funds' intent to sue.

(5) Should a lawsuit be filed, the delinquent Employer will be liable to the Joint Funds for the principal amount due plus interest at the rate set forth in Paragraph 2 hereof, plus ten percent (10%) liquidated damages, plus counsel fees and costs of the litigation plus audit fees, if necessary. Should the Employer who received the written notice from Joint Funds' Counsel then remit the contributions before a complaint is filed, it will nevertheless be liable for ten percent (10%) per annum interest and Joint Funds' Counsel fees and costs of litigation as aforesaid.

(6) In case of a delinquency becoming known as a result of a Fund audit, hour complaint or Union awareness, the delinquent amount will accrue interest from the 1st day of the month following the due date of the contribution. The interest rate shall be the rate of ten percent (10%) per annum.

(7) Upon completion of audit, the Trustees, through the Office of the Joint Funds, will send written audit notice to the delinquent Employer of the delinquent amount plus the interest charges in the amount of ten percent (10%) per annum.

(8) The delinquent Employer shall be notified that if such delinquent contributions and interest are not paid within thirty (30) days after the date of written audit notice, the matter shall be referred to Counsel or the Joint Funds with instructions to proceed to collect the delinquent amount plus the ten percent (10%) interest thereon plus liquidated damages of ten percent (10%).

(9) The liquidated damages shall be ten percent (10%) if suit is filed for the delinquent contributions. Should the delinquent Employer remit the contributions before suit is actually filed, it will, nevertheless, be liable for interest charges in the amount of ten (10%) per annum plus Joint Funds' Counsel fees.

**BOOK TWO**  
**5 COUNTY HEAVY & HIGHWAY AND BUILDING AGREEMENT**

**ARTICLE VI**  
**CONSTRUCTION DEFINITIONS**

**Section 1 - Heavy Construction - 5 County**

Heavy Construction shall include bridges and viaducts, airports, subways, tunnels, caverns and shafts, railroad and railways, reservoirs, dams, water supply and irrigation projects, reclamation and flood control projects, water power and hydro-electric projects, sewage disposal and filtration and water treatment plants, bulkheads and retaining walls, swimming pools, athletic fields, site work, playgrounds, cross-country transmission lines, underground conduits, substations, clean-up work following a disaster, and all work connected therewith and any other construction not defined as building construction or highway construction and the excavation for and demolition required in connection with all of the foregoing and snow removal during construction.

In further connection with hydro-electric projects, the superstructure of the power plant shall be building construction. The substructure under this power plant superstructure shall be building construction unless the substructure is any part of the dam, reservoir, storage tank or sluiceway.

**Section 2 - Highway Construction - 5 County**

Highway Construction shall include sewers, culverts, roads, streets, water pipes, conduit and duct lines, curbs, gutters, sidewalks and pipe lines, except pipe lines or water lines within the area of a refinery or some other plant installation, and the excavations for all of the foregoing, and snow removal on or from the same, during construction or on completed work. Demolition of any structure required in connection with highway construction and not defined in Section 1 above shall be performed under the Highway Agreement. Demolition of structures defined in Section 1 above required to be performed in connection with Highway Construction shall be performed under the Agreement relating thereto. The Highway contract shall apply to all work performed at the job site in conjunction with home building (up to and including two and one-half (2<sup>1/2</sup>) story garden-type apartments).

**Section 3 - Building Construction - 5 County**

Building Construction shall include office buildings, manufacturing plants, generating plants, including heating plants, refineries, warehouses, hospitals, theaters and auditoriums of all kinds, sport stadiums, race tracks, department stores, schools, churches, hotels, apartment houses, building accessory to public utilities, such as railroad stations, round-houses, repair shops, telephone exchanges, bus terminals and the like, post offices, courthouses and other municipal and governmental buildings of all kinds and character, and the excavations for and demolition of all of the foregoing, and snow removal during construction.

The Building Rate shall apply to all work performed on the building job site and to any temporary off-site plants servicing the building job site. Where the temporary off-site plant services more than one (1) job and majority of the work performed by the said off-site plant is for building construction work (within the definitions herein set forth) then the building rate shall apply to all work performed at the said off-site plant; however, if the majority of work performed at any such temporary off-site plant is for heavy construction or highway construction (within the definitions herein set forth) then the appropriate heavy construction or highway construction rate of pay shall be applicable.



hour above the highest rate of pay of any Engineer employed on a weekly basis by the Employer on the same project.

#### **Section 4A - Lead Engineer/Assistant Lead Engineer - 5 County Heavy & Highway**

When ten (10) or more Engineers are employed on any one (1) project by the Employer, a Lead Engineer shall be employed. The Lead Engineer will be paid one dollar (\$1.00) per hour over the highest paid Operating Engineer on the project exclusive of the premium mentioned in Section 3.

When rented equipment is used on a project with the Operator on the owner's or lessee's payroll, the Operator must be counted in the total number of Engineers employed on a project toward hiring a Lead Engineer/Assistant Lead Engineer.

The Lead Engineer shall, under the direction of management, supervise and assist in the operation, maintenance and repair of all equipment coming under the jurisdiction of the Operating Engineers. He shall also make minor repairs to equipment not requiring the services of an Engineer.

An Assistant Lead Engineer shall be employed where twenty-five (25) or more Employees are employed on any one (1) project of an Employer and for each multiple of twenty-five (25). There shall be no restrictions upon duties to be performed by him or her as a mechanic. He or she shall not be required to operate equipment. The Assistant Lead Engineer will be paid seventy-five cents (\$.75) per hour over the highest paid Operating Engineer on the project.

#### **Section 4B - Lead Engineer - Definition**

The terms "Lead Engineer" and "Assistant Lead Engineer" as used in this Agreement refer to the positions previously referred to as "Master Mechanic" and "Assistant Master Mechanic". This constitutes merely a change in name.

#### **Section 5 - Weekly Pay - 5 County Heavy & Highway and Building**

When Employees covered by this Agreement report for starting work, they shall be entitled to work until the end of his or her job and shall not be replaced before the conclusion of their job except for just cause. If their job continues for more than five (5) days, said Employees shall be on forty (40) hour weekly guarantee basis at the weekly rate for the elapsed working days while their job lasts. If re-hired before the expiration of one (1) week they shall be compensated for time lost.

#### **Section 6 - Employment on a Daily Basis - 5 County Heavy & Highway and Building**

Employees covered by this Agreement employed on a daily basis, shall, unless notified at or before the termination of the preceding period, report for work at the regular period. If not started work within one (1) hour of the scheduled starting time, he shall be dismissed for the period and shall receive four (4) hours pay. If started to work, he shall receive eight (8) hours pay.

#### **Section 6A - Wage Increase on a Daily Basis - 5 County Heavy & Highway and Building**

The hourly rate for all classifications listed on the daily basis shall be twenty-five cents (\$.25) per hour in addition to the hourly rate on the weekly basis.

#### **Section 7 - Saturday - 5 County Heavy & Highway and Building**

Employees covered by this Agreement who are required to report on Saturdays shall receive two (2) hours pay at the applicable overtime rate, and if required to start work shall receive four (4) hours at the applicable overtime rate, and if required to work more than four (4) hours shall receive eight (8) hours pay at the overtime rate.

**Section 11B - 5 County Building**

One (1) Engineer may operate three (3) additional Compressors provided they are not more than 450' apart. With respect to compressors 185 cu. ft. and under, one (1) additional Operating Engineer will be employed for the eighth (8th) and every four (4) thereafter.

**Section 12 - Welding Equipment - 5 County Heavy & Highway and Building**

An Operating Engineer will be required on welding equipment larger than 300 amp. With respect to welding equipment under 300 amp, it is hereby agreed the Employer may operate three (3) such pieces without the employment of an Operating Engineer. Whenever four (4) or more pieces of welding equipment are used on the same day by the same Contractor on the same job site, then an Operating Engineer must be employed. One (1) additional Operating Engineer shall be employed for the eighth (8th) such machine and every four (4) thereafter.

However, on 5 COUNTY HIGHWAY one (1) Operating Engineer may operate five (5) welding machines over 300 amp provided they are located within a space which can be enclosed by a 450 foot diameter circle. When any combination of welders and compressors exceeds three (3) on the same day by the same Contractor on the same job site, then an Operating Engineer shall be employed.

**Section 13 - Pumps - 5 County Heavy & Highway and Building**

Up to a five (5) inch size pump may be operated without the services of an Operating Engineer. A combination of eight (8) inches of total volume (gas or diesel pumps) may be operated without the services of an Operating Engineer. Three (3), three (3) inch electric pumps, up to a combination of nine (9) inches of total volume (not to exceed a five (5) inch singular pump) may be used without the services of an Operating Engineer. Submersible electric pumps will be manned only during productive work hours. Pumps not requiring an Operating Engineer will be serviced by an Apprentice Engineer or an Operator on the job.

**Section 14 - Generators - 5 County Heavy & Highway and Building**

Four (4) electric generators or four (4) pieces of similar equipment may be operated without the use of an Operating Engineer, provided the rating of each such generator or equipment does not exceed five thousand (5,000) watts. The operation of electric generators will remain the jurisdiction of the Operating Engineers.

**Section 15 - Space Heaters - 5 County Heavy & Highway and Building**

Space Heaters over 500,000 BTU will require the services of an Operating Engineer. If more than one (1) heater **of any size** is operated on the same day by the same Contractor on the same job site, an Engineer will be required for each multiple of five (5) such units so operated. The operation of space heaters will remain within the jurisdiction of the Operating Engineers.

**Section 16 - Miscellaneous Equipment Requirements - 5 County Heavy & Highway and Building**

Any five (5) pieces of equipment outlined in Article I, Section 3 not requiring the services of an Operating Engineer singularly, shall require the services of an Operating Engineer, provided however, one (1) additional Operating Engineer shall be employed for the tenth (10th) such machine and every five (5) thereafter.

**Section 17 - Single Shift Work - 5 County Heavy & Highway and Building**

The work day, including Saturdays, Sundays, and Holidays, shall start at 8:00 a.m. and end at 4:30 p.m., with one-half hour for lunch from 12:00 Noon to 12:30 p.m. The regular work week shall consist of eight (8) hours per day, forty (40) hours per week of five (5) consecutive days Monday thru Friday inclusive, including Holidays or days celebrated as such occurring in said



## **Section 22 - Shovels and Cranes - 5 County Heavy & Highway and Building**

A. All shovels and cranes, including cherry picker type machinery and equipment **80 tons and over**, and backhoes and truck mounted rigs shall require an Operating Engineer and an Apprentice Engineer/Oiler. **All crane Operators, backhoe, and truck mounted rig Operators including drilling equipment shall be paid the Group I(A) or II(A) rate of pay as per the Agreement except where indicated in Section 22C.**

B. It is agreed that an Apprentice Engineer/Oiler will be required on the following machinery and equipment:

- (1) Crawler backhoes and crawler gradalls over **four (4)** cubic yard factory rating; and
- (2) A single person operation truck crane **80 tons** and over; and
- (3) Hydraulic backhoes over **four (4)** cubic yard factory rating; and
- (4) Cherry picker type machinery and equipment **80 tons** and over,

**The transport and erection of all crane attachments such as booms, jibs, counter weights, blocks, etc. shall be the work of the Operating Engineer Parent Body/Apprentice.**

C. On equipment listed in Section 22A and B hereof, the Employer will compensate the Operating Engineer of such equipment with Wage Group I(A) or II(A); provided however, that Wage Group I(A) and II(A) does not apply to the following equipment:

- (1) Pippin type or other hydraulic backhoes of one (1) cubic yard and under; and
- (2) Cherry picker less than fifteen (15) ton factory rating;

(Normal maintenance will be done during the regular work day).

Should a second person be required/**needed** on a machine, it will be within the Operating Engineers jurisdiction.

The Apprentice Engineer or Oiler shall be under the direct supervision of the Engineer to whom he is assigned. His or her duties at the discretion of the Employer may include, but are not limited to cleaning, oiling, greasing, hook mats, spot trucks, change cables, change booms, signal crane, or any other non-jurisdictional work directly involved with his or her piece of equipment. He may service his or her piece of equipment during the lunch period without premium pay, if permitted to take an equivalent period immediately before or after the scheduled lunch period. With the exception of the lunch period, at no time can a machine requiring an Apprentice Engineer/Oiler or machines falling under Wage Group I(A) and Wage Group II(A) work or travel under own power or be repaired without a full crew. Grease truck personnel may work other than the regular shift at the shift differential rate.

Apprentices on Building projects can be used intermittently throughout the day to perform any task that will further their skills as an Operating Engineer. At no time is an Apprentice to be used to circumvent the hiring of a Parent Body Operating Engineer. All Apprentices will be compensated at the rate commensurate with his/her years in the Apprenticeship program.

### **D. Concrete Pumps - 5 County Building Only**

Provision for an Oiler/Apprentice to be waived, on concrete pumps as follows:

- (a) For boom used in a stationary position.
  - (b) For boom type concrete truck that has **196 feet (61 meters)** of boom length or less that is involved in a **350** yard of concrete pour or less per eight (8) hour work day.
1. Should a second person be required/**needed**, the work will be assigned to an Operating Engineer as that of an Oiler/Apprentice.

## **Section 26 - Dual-Purpose Machines - 5 County Heavy & Highway and Building**

Dual-purpose machines shall carry the Group II rate of pay. Any conflict as to what is a dual-purpose machine shall be subject to grievance and arbitration. Dual-purpose machine means when one (1) machine plus any attachment is capable of and is operated to perform two (2) functions or more at the same time or on the same day.

## **Section 27 - Outside Power - 5 County Heavy & Highway and Building**

When the Employer obtains power from a permanent or temporary plant, i.e., steam, compressed air, hydraulic, or other power, for the operating of any machine or automatic tools, or for the purpose of furnishing temporary heat for heating materials or to buildings under course of construction or used in the construction of new buildings, additions, alterations, or repairs thereto; Employees covered hereunder shall man and operate such permanent or temporary plant from which source of power is supplied. In the event that the Employer is unable to arrange this, Engineers shall man all valves or other outlets of such source of power as is used by the Employer and shall be paid the rate of wages applicable to the classification of work in which he is employed subject to Article VII, Section 1. The General Contractor will assume responsibility for manning the source of power for himself and his or her Sub-Contractors. In the case of heat, regardless of source, for construction purposes, it is agreed that manning for comfort heat will be required only when men are working. If twenty-four (24) hour, seven (7) day heat coverage is required for construction purposes, a four (4) man - six (6) hour shift schedule may be used to minimize overtime. Overtime will be paid for all hours worked over forty (40) hours per week on the four (4) man - six (6) hour schedule only. Manning shall be required when building is under construction but shall be discontinued when interior construction is substantially complete.

## **Section 28 - Power Boats - 5 County Heavy & Highway and Building**

On all power boats or water crafts used in conjunction with construction, the work performed by the Captain and Maintenance Engineer shall be assigned to Employees covered by this Agreement.

## **Section 29 - Hoists and Elevators - 5 County Heavy & Highway and Building**

An Engineer shall be employed on all elevators or hoists (freight or passenger) where used for handling of freight, including building materials, furniture, office equipment, and all tools or equipment of any other craft, subject to Article IV, Section 1.

The General Contractor shall either furnish or require the hiring of a hoist Operator (elevator Operator) when used by the General Contractor or by the Sub-Contractor.

Elevator Operators for "New Construction" will be classified in Wage Group III.

Elevator Operators for "Renovation" will be classified in Wage Group V.

The term "Renovation" will be defined to be the renovation of an existing building. It will not include the construction of a new building or the fitting work of a building that is not complete or in the process of construction.

If it is proven that an Employee of another AFL-CIO Union, other than a Building Trades Union, has been permanently assigned to the elevator in question it will not be manned by an Operating Engineer.

If this clause is violated, a penalty consisting of triple time (3x) pay for a maximum period of ten (10) working days occurring prior to the date of notice of the violation will be paid to Employees designated by the Union in lieu of the opportunity not provided as per Article II, Section 9.

**ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
OPERATING ENGINEERS LOCAL 542  
AND THE  
CONTRACTORS ASSOCIATION OF  
EASTERN PENNSYLVANIA**

The parties do hereby agree that the following shall be affixed as an addendum to the current Collective Bargaining Agreement between Local 542 and the Contractors Association effective May 1, 2017 through April 30, 2022.

No Oilers - 5 County Area - except on truck cranes when any of the following is exceeded.

- (i) Three (3) moves of the crane per day.
- (ii) Any move of the crane of more than 400 feet.
- (iii) Any move of the crane where the Operator must remain in the crane cab for safety reasons. (i.e. a load on the hook).
- (iv) If a second person is needed, he or she will be an Operating Engineer.
- (v) Compensation for the Operator will be as provided for in Article VII, Section 22. The benefit herein provided is allowed in lieu of an Apprentice/Oiler.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS - LOCAL 542

CONTRACTORS ASSOCIATION OF  
EASTERN PENNSYLVANIA

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ROBERT T. HEENAN, GENERAL VICE PRESIDENT/  
BUSINESS MANAGER

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JOSEPH M. MARTOSELLA

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JAMES R. DAVIS  
GENERAL MANAGER

**5 COUNTY BUILDING/HEAVY/HIGHWAY  
OPERATING ENGINEERS - LOCAL 542**

WAGE GROUP II	Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21
<b>2020/2021 Rates Heavy/Hwy Only</b>						
		Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21
HOURLY RATE		\$44.62	\$46.16	\$47.70	\$49.25	\$50.80
H & W	0.160 *\$6.93	\$14.07 *\$6.93	\$14.32 *\$6.93	\$14.57 *\$6.93	\$14.81 *\$6.93	\$15.05
PENSION	0.105	\$4.68	\$4.85	\$5.01	\$5.17	\$5.33
APPR. TR.	0.010 \$0.80	\$1.25 \$0.80	\$1.26 \$0.80	\$1.28 \$0.80	\$1.29 \$0.80	\$1.31
S.U.B.	0.020 \$0.18	\$1.07 \$0.18	\$1.10 \$0.18	\$1.13 \$0.18	\$1.17 \$0.18	\$1.20
ANNUITY		\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
PIN POINT		\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
TOTAL	0.295 \$7.91	\$72.69 \$7.91	\$74.69 \$7.91	\$76.69 \$7.91	\$78.69 \$7.91	\$80.69

All Types Of Cranes  
 All Types Of Backhoes  
 Cableways  
 Conveyor Loaders  
 (Euclid-Type Wheel)  
 Drag Lines  
 All Types Of Shovels  
 Derricks  
 Pavers 21E And Over  
 Trench Shovels  
 Trenching Machines  
 Pippin Type Backhoes  
 Hoist With Two Towers  
 Goldhofer Type/Transporter  
 Building Hoists - Double Drum (Unless  
 Used As A Single Drum)  
 Milling Machine  
 Mucking Machines In Tunnel  
 Bobcat  
 Side Boom  
 Bundle Puller - Extractors(Tubular Type)  
 Directional Boring Machines  
 Vermeer Saw Type Machine  
 (Other Than Hand Held)  
 Tractor Mounted Hydro Axe  
 Chipper With Boom  
 All Autograde And Concrete Finishing  
 Machines

Guard Rail Post Driver  
 Gradalls  
 Front-End Loaders  
 Boat Captain/Safety Boat Operator  
 Keystones  
 Tandem Scrapers  
 Tower Type Crane Operation, Erecting,  
 Dismantling, Jumping,Or Jacking  
 Drills Self-Contained (Drillmaster Type)  
 Forklifts (20 Feet And Over)  
 Motor Patrols (Fine Grade)  
 Batch Plant With Mixer  
 Carryalls, Scrapers And Tournapulls  
 Ross Carrier  
 Rollers (High Grade Finishing)  
 Spreaders (Asphalt)  
 Bulldozers And Tractors  
 Mechanic - Welder  
 Concrete Pumps (Heavy, Highway)  
 Hydro-Blast Pump  
 Production Switch Tamper  
 Ballast Regulators  
 Tie Replacer  
 Rail/Road Loader  
 Power Jack Liner  
 Portable Rock Crusher  
 Utility Operator  
 Hydro Vac Truck/Excavator/Vacuum Trucks

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

**5 COUNTY BUILDING/HEAVY/HIGHWAY  
OPERATING ENGINEERS - LOCAL 542**

WAGE GROUP IV Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21
<b>2020/2021 Rates Heavy/Hwy Only</b>					
	Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21
HOURLY RATE		\$40.24	\$41.78	\$43.32	\$44.86
H & W	0.160 *\$6.93	\$13.37 *\$6.93	\$13.60 *\$6.93	\$13.86 *\$6.93	\$14.11 *\$6.93
PENSION	0.105	\$4.22	\$4.39	\$4.55	\$4.71
APPR. TR.	0.010 \$0.80	\$1.20 \$0.80	\$1.22 \$0.80	\$1.23 \$0.80	\$1.25 \$0.80
S.U.B.	0.020 \$0.18	\$0.98 \$0.18	\$1.02 \$0.18	\$1.05 \$0.18	\$1.08 \$0.18
ANNUITY		\$6.00	\$6.00	\$6.00	\$6.00
PIN POINT		\$1.00	\$1.00	\$1.00	\$1.00
TOTAL	0.295 \$7.91	\$67.01 \$7.91	\$69.01 \$7.91	\$71.01 \$7.91	\$73.01 \$7.91

Seamen Pulverizing Mixer	Concrete Spreaders (Heavy, Highway)
Form Line Graders	Grease Truck
Farm Tractors	Power Broom (Self-Contained)
Road Finishing Machines	Seed Spreader

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

WAGE GROUP V Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21
<b>2020/2021 Rates Heavy/Hwy Only</b>					
	Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21
HOURLY RATE		\$38.51	\$40.05	\$41.60	\$43.14
H & W	0.160 *\$6.93	\$13.09 *\$6.93	\$13.34 *\$6.93	\$13.58 *\$6.93	\$13.84 *\$6.93
PENSION	0.105	\$4.04	\$4.21	\$4.37	\$4.53
APPR. TR.	0.010 \$0.80	\$1.19 \$0.80	\$1.20 \$0.80	\$1.22 \$0.80	\$1.23 \$0.80
S.U.B.	0.020 \$0.18	\$0.95 \$0.18	\$0.98 \$0.18	\$1.01 \$0.18	\$1.04 \$0.18
ANNUITY		\$6.00	\$6.00	\$6.00	\$6.00
PIN POINT		\$1.00	\$1.00	\$1.00	\$1.00
TOTAL	0.295 \$7.91	\$64.78 \$7.91	\$66.78 \$7.91	\$68.78 \$7.91	\$70.78 \$7.91

Conveyors (Building)	Miscellaneous Equipment Operator
Welding Machines	Tireman, Power Equipment
Heaters	Maintenance Engineers (Power Boats)
Well Point Pumps	Elevator Operator (Renovations)
Compressors	House Car
Pumps	

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications



**5 COUNTY BUILDING/HEAVY/HIGHWAY  
OPERATING ENGINEERS - LOCAL 542**

<b>WAGE GROUP VII(B) Eff. Date 05/01/17</b>	<b>05/01/18</b>	<b>05/01/19</b>	<b>05/01/20</b>	<b>05/01/21</b>
<b>TOXIC/HAZARDOUS WASTE REMOVAL</b>				

**2020/2021 Rates Heavy/Hwy Only**

	Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21		
HOURLY RATE											\$53.84
H & W	0.160	*\$8.32	\$16.95	*\$8.32	\$17.23	*\$8.32	\$17.53	*\$8.32	\$17.84	*\$8.32	\$18.13
PENSION	0.105		\$5.65		\$5.85		\$6.04		\$6.24		\$6.43
APPR. TR.	0.010	\$0.96	\$1.50	\$0.96	\$1.52	\$0.96	\$1.54	\$0.96	\$1.55	\$0.96	\$1.57
S.U.B.	0.020	\$0.22	\$1.29	\$0.22	\$1.33	\$0.22	\$1.37	\$0.22	\$1.40	\$0.22	\$1.44
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$9.50	\$86.23	\$9.50	\$88.63	\$9.50	\$91.03	\$9.50	\$93.43	\$9.50	\$95.83

All Types Of Cranes	Milling Machine	Chipper With Boom
All Types Of Backhoes	Mucking Machines In Tunnel	Batch Plant With Mixer
Cableways	Pippin Type Backhoes	All Autograde And Concrete
Conveyor Loader (Euclid- Type Wheel)	Bobcat	Finishing Machines
Drag Lines	Tandem Scrapers	Carryalls, Scrapers And
Keystones	Side Boom	Tournapulls
All Types Of Shovels	Tower Type Crane -	Rollers (High Grade
Derricks	Operation, Erecting,	Finishing)
Pavers 21E And Over	Dismantling, Jumping, Or	Bundle Pullers/Extractors
Trench Shovels	Jacking	(Tubular)
Trenching Machines	Directional Boring Machines	Spreaders (Asphalt)
Gradalls	Vermeer Saw Type Machine	Bulldozers And Tractors
Front-End Loaders	(Other Than Hand Held)	Mechanic - Welders
Boat Captain	Drills Self-Contained	Production Switch Tamper
Hoist With Two Towers	(Drillmaster Type)	Ballast Regulators
Concrete Pumps (Heavy, Highway)	Forklifts (20 Feet And Over)	Tie Replacer
Building Hoists-Double Drum (Unless Used As A Single Drum)	Tractor Mounted Hydro Axe	Rail/Road Loader
	Motor Patrols (Fine Grade)	Power Jack Liner

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

## **5 COUNTY BUILDING CONSTRUCTION**

### **LOCAL UNION 542 - INTERNATIONAL UNION OF OPERATING ENGINEERS**

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The hourly rates on the daily basis shall be twenty-five cents (\$.25) per hour in addition to the hourly rate on the weekly basis listed for each classification.

The rate of wages for a Lead Engineer shall be one dollar and fifty cents (\$1.50) per hour above the highest rate of pay of any Engineer employed on a weekly basis for the same Employer on the same project. The Assistant Lead Engineer, when employed, shall be paid ninety cents (\$.90) per hour above the highest wage of pay of any Engineer employed on a weekly basis by the Employer on the same project.

On all machines with booms, jibs, masts, and leads, including tower cranes, 100 feet from ground up, fifty cents (\$.50) per hour additional will be paid for each increment of 25 feet over 100 feet. On cranes with booms (including jibs, masts, and leads) 200 feet and over, two (2) Operators will be required. When two (2) Operators are employed, no Oiler will be required. Boom is to be measured from the ground, to the heel, to the tip of the boom.

Tower cranes calculated from ground up and out for purpose of boom pay.

## **BOOK THREE**

### **ARTICLE VIII**

#### **29 COUNTY CONSTRUCTION DEFINITIONS**

##### **Section 1 - 29 County Building Construction**

Building Construction shall include office buildings, manufacturing plants, generating plants, including heating plants, refineries, warehouses, hospitals, theaters and auditoriums of all kinds, sport stadiums, race tracks, department stores, schools, churches, hotels, apartment houses, buildings accessory to public utilities, such as railroad stations, round-houses, repair shops, telephone exchanges, bus terminals and the like, post offices, courthouses and other municipal and governmental buildings of all kinds and character, and the excavations for and demolition of all of the foregoing, and snow removal during construction.

The Building Rate shall apply to all work performed on the building job site and to any temporary off-site plants servicing the building job site. Where the temporary off-site plant services more than one (1) job and majority of the work performed by the said off-site plant is for building construction work (within the definitions herein set forth) then the building rate shall apply to all work performed at the said off-site plant; however, if the majority of work performed at any such temporary off-site plant is for heavy construction or highway construction (within the definitions herein set forth) then the appropriate heavy construction or highway construction rate of pay shall be applicable.

##### **Section 2 - 29 County Heavy Construction**

Heavy Construction shall include bridges and viaducts, airports, subways, tunnels, caverns and shafts, railroad and railways, reservoirs, dams, water supply and irrigation projects, reclamation and flood control projects, water power and hydro-electric projects, sewage disposal and filtration and water treatment plants, bulkheads and retaining walls, swimming pools, athletic fields, site work, playgrounds cross-country transmission lines, underground conduits, substations, clean-up work following a disaster, and all work connected therewith and any other construction not defined as building construction or highway construction and the excavation for and demolition required in connection with all of the foregoing and snow removal during construction.

In further connection with hydro-electric projects, the superstructure of the power plant shall be building construction. The substructure under this power plant superstructure shall be building construction unless the substructure is any part of the dam, reservoir, storage tank, or sluiceway.

##### **Section 3 - 29 County Highway Construction**

Highway Construction shall include all roads, streets, culverts, sewers, water lines, duct lines, fiber optic cable, curbs, gutters, sidewalks, pipelines, bridges, (except steel superstructure), viaducts, (except steel superstructure), demolition and the excavation for all of the above and offsite plants operated primarily for the job by the Contractor or his or her Sub-Contractor. The Highway Agreement shall also apply to strip mining for coal.

"Contractor" where used in this Agreement, means any Contractor engaged in "Highway Construction" as defined herein.



#### **Section 4A - Lead Engineer - Definition**

The terms "Lead Engineer" and "Assistant Lead Engineer" as used in this Agreement, refer to the positions previously referred to as "Master Mechanic" and "Assistant Master Mechanic". This constitutes merely a change in name.

#### **Section 4B - Steward Premium Pay**

An Operating Engineer designated as Steward from among those employed on the job by the Union shall receive an additional fifty cents (\$.50) over his/her wage group rate classification for each hour paid when there are eight (8) or more Operating Engineers on a shift.

#### **Section 5 - Weekly Pay - 29 County Building & Heavy**

When Employees covered by this Agreement report for starting work, they shall be entitled to work until the end of his or her job and shall not be replaced before the conclusion of their job except for just cause. If their job continues for more than five (5) days, said Employees shall be on forty hour (40) weekly guarantee basis at the weekly rate for the elapsed working days while their job lasts. If re-hired before the expiration of one (1) week they shall be compensated for time lost.

#### **Section 6 - Employment on a Daily Basis - 29 County Building & Heavy**

Employees covered by this Agreement employed on the daily basis shall, unless notified at or before the termination of the preceding period, report for work at the regular period. If not started work within one (1) hour of the scheduled starting time, he shall be dismissed for the period and shall receive four (4) hours pay. If started to work, he shall receive eight (8) hours pay.

#### **Section 7 - Saturday - 29 County Building & Heavy**

Employees covered by this Agreement who are required to report on Saturdays shall receive two (2) hours pay at the applicable overtime rate, and if required to start work shall receive four (4) hours at the applicable overtime rate, and if required to work more than four (4) hours shall receive eight (8) hours pay at the overtime rate.

#### **Section 8 - Sunday and Holiday Pay - 29 County Building & Heavy**

The Holidays adopted are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or Days celebrated as such. Veteran's Day is a paid Holiday for the following 7 Counties; Lackawanna, Luzerne, Monroe, Pike, Susquehanna, Wayne, Wyoming. Work performed on Holidays shall be paid for at the double time rate, which includes Holiday pay. Only in case of emergency shall work be performed on Labor Day. Employees covered by this Agreement shall be paid for Holidays falling during the scheduled work week, provided such Employees worked the scheduled work day previous to the Holiday and the scheduled work day following the Holiday.

Employees covered by this Agreement reporting on the above Holidays or on Sundays shall receive twelve (12) hours pay, but if started to work shall receive sixteen (16) hours pay. If not started to work on the above mentioned days within one (1) hour of the scheduled starting time, he or she shall be dismissed for the period and receive twelve (12) hours pay at his or her regular straight time rate. Holidays falling on Saturday shall be recognized as a paid Holiday and celebrated on Friday. Holidays falling on Sunday shall be recognized as a paid Holiday and celebrated on Monday.

### **Section 13 - Welding Equipment - 29 County Building**

One (1) 300 amp or less piece of welding equipment may be operated without an Engineer. If more than one (1) piece of welding equipment of any size or larger than 300 amp is operated on the same day by the Contractor on the same job site, an Engineer shall be required. One (1) additional Engineer shall be employed for the fourth (4th) such machine and every three (3) thereafter.

However, when one (1) compressor 125 cubic feet and under and one (1) piece of welding equipment 300 amp or less, are used on the same day by the same Contractor on the same job site, an Engineer shall be required. One (1) additional Engineer shall be employed for the fourth (4th) such machine and every three (3) thereafter.

### **Section 13A - Welding Equipment - 29 County Heavy**

An Operating Engineer will be required on welding equipment larger than 300 amp. With respect to welding equipment under 300 amp, it is hereby agreed the Employer may operate three (3) such pieces without the employment of an Operating Engineer. Whenever four (4) or more pieces of welding equipment are used on the same day by the same Contractor on the same job site, then an Operating Engineer must be employed. One (1) additional Operating Engineer shall be employed for the eighth (8th) such machine and every four (4) thereafter. When any combination of welders and compressors exceeds three (3) on the same day by the same Contractor on the same job site, then an Operating Engineer shall be employed.

### **Section 14 - Miscellaneous Equipment Requirements - 29 County Building**

Any three (3) pieces of equipment outlined in Article I, Section 3, not requiring the services of an Engineer singularly, shall require the service of an Engineer, provided however, one (1) additional Engineer shall be employed for the fourth (4th) such machine and every three (3) thereafter.

### **Section 14A - Miscellaneous Equipment Requirements - 29 County Heavy**

Any five (5) pieces of equipment outlined in Article I, Section 3, not requiring the services of an Operating Engineer singularly, shall require the services of an Operating Engineer, provided however, one (1) additional Operating Engineer shall be employed for the tenth (10th) such machine and every five (5) thereafter.

### **Section 15 - Single Shift Work - 29 County Building & Heavy**

The work day, including Saturdays, Sundays, and Holidays, shall start at 8:00 a.m. and end at 4:30 p.m., with one-half hour for lunch, 12:00 noon to 12:30 p.m. The regular work week shall consist of eight (8) hours per day, forty (40) hours per week of five (5) consecutive days Monday through Friday inclusive, including Holidays or days celebrated as such occurring in said week. The work day may be changed up to one (1) hour earlier or later by the Employer, and overtime hours will be adjusted accordingly. All work performed additional to, before, or after such periods shall be called overtime and shall be paid for at the applicable overtime rate. If work shift is other than the regular work day and begins before 8:00 a.m. or terminates after 4:30 p.m., pay shall be at the applicable overtime rate.

### **Section 16 - Multiple Shift Work - 29 County Building**

When more than a single shift is employed, the first shift shall start at the option of the Employer, the second shift shall follow the first and the third shift shall follow the second. All work from midnight Friday to midnight Sunday shall be at the overtime rate. For pay purposes the shift closest to the normal day shift shall be paid for at the straight time rate and each other shift shall receive ten percent (10%) additional for each hour paid. On any shift work of less than five (5) days duration, the Union shall be notified. There shall be a one-half hour lunch period

Pippin type and other hydraulic type backhoes of **4 cubic yards and less factory rating capacity** shall not require an Apprentice Engineer. Rigs over **4 cubic yards factory rating capacity** will require an Oiler.

**Concrete Pumps. 29 County Building & Heavy and Highway** - Provision for an Oiler/Apprentice to be waived, on concrete pumps as follows:

(a) For boom used in a stationary position.

(b) For boom type concrete truck that has **196 feet (61 meters) of boom length or less** that is involved in a **350 yard of concrete pour, or less**, per eight (8) hour work day.

1. Should a second person be required/**needed**, the work will be assigned to an Operating Engineer as that of an Oiler/Apprentice.

2. Should the boom not be in the sight of the Operator, then the Employer will engage an Oiler/Apprentice.

3. **All Boom Pump Operators will be paid Wage Group I(A).** Any time spent in excess of eight (8) hours will be paid at the applicable overtime rate.

#### **Section 20A - Shovels and Cranes - 29 County Heavy**

A. All shovels and cranes, including cherry picker type machinery and equipment **80 tons and over** and backhoes and truck mounted rigs shall require an Operating Engineer and an Apprentice Engineer. **All crane Operators, backhoe and truck mounted rig Operators shall be paid the Group I(A) or II(A) rate of pay as per the Agreement except where indicated in Section 20C.**

B. It is agreed that an Apprentice Engineer will be required on the following machinery and equipment:

- (1) Crawler backhoes and crawler gradalls over **four (4) cubic yard** factory rating; and
- (2) A single person operation truck crane **80 tons and over**
- (3) Hydraulic backhoes over **four (4) cubic yard** factory rating; and
- (4) Cherry picker type machinery and equipment **80 tons and over**

C. On equipment listed in Section 20A, Paragraph B, hereof, the Employer will compensate the Operating Engineer of such equipment with Wage Group I(A) or II(A), provided however, that Wage Group I(A) and II(A) does not apply to the following equipment:

- (1) Pippin type or other hydraulic backhoes of one (1) cubic yard or less; and
- (2) Cherry picker less than 15 ton factory rating;

(Normal maintenance will be done during the regular work day.)

Should a second person be required/**needed** on a machine, it will be within the Operating Engineers jurisdiction.

On all machines with booms, jibs, masts, and leads 100 feet from ground up, fifty cents (\$0.50) per hour additional will be paid for each increment of 25 feet over 100 feet. On machines with booms (including jibs, masts, and leads, etc.), 200 feet and over, two (2) Operators shall be required, no Oiler shall be required. Seventy-five cents (\$.75) per hour additional shall be paid for each increment of 25 feet over 200 feet. Boom is to be measured from the ground, to the heel, to the tip of the boom.

### **Section 25 - Space Heaters - 29 County Building**

One (1) space heater of 500,000 BTU or less may be operated without an Engineer. If more than one (1) heater **of any size** is operated on the same day by the same Contractor on the same job site, an Engineer shall be required for each multiple of five (5) such units so operated. The operation of space heaters will remain within the jurisdiction of the Operating Engineers.

### **Section 25A - Space Heaters - 29 County Heavy**

Space heaters over 500,000 BTU will require the services of an Operating Engineer. If more than one (1) heater **of any size** is operated on the same day by the same Contractor on the same job site, an Engineer will be required for each multiple of five (5) such units so operated. The operation of space heaters will remain within the jurisdiction of the Operating Engineers.

### **Section 26 - Dual-Purpose Machines - 29 County Building & Heavy**

Dual-purpose machines shall carry the shovel rate of pay. Any conflict as to what is a dual-purpose machine shall be subject to grievance and arbitration. Dual-purpose machine means when one (1) machine plus any attachments is capable of and is operated to perform two (2) functions or more at the same time or on the same day.

### **Section 27 - Outside Power - 29 County Building & Heavy**

When the Employer obtains power from a permanent or temporary plant, i.e., steam, compressed air, hydraulic or other power, for the operating of any machine or automatic tools, or for the purpose of furnishing temporary heat for heating materials or to buildings under course of construction or used in the construction of new buildings, additions, alterations, or repairs thereto; Employees covered hereunder shall man and operate such permanent or temporary plant from which source of power is supplied. In the event that the Employer is unable to arrange this, Engineers shall man all valves or other outlets or such source of power as is used by the Employer and shall be paid the rate of wages applicable to the classification of work in which he is employed subject to Article IX, Section 1. The General Contractor will assume responsibility for manning the source of power for himself and his Sub-Contractors. In the case of heat, regardless of source, for construction purposes, it is agreed that manning for comfort heat will be required only when men are working. If twenty-four (24) hours, seven (7) day heat coverage is required for construction purposes, a four (4) man - six (6) hour shift schedule may be used to minimize overtime. Overtime will be paid for all hours worked over forty (40) hours per week on the four (4) man - six (6) hour schedule only. Manning shall be required when building is under construction but shall be discontinued when interior construction is substantially complete.

### **Section 28 - Power Boats - 29 County Building & Heavy**

On all power boats or water crafts used in conjunction with construction, the work performed by the Captain and Maintenance Engineer shall be assigned to Employees covered by this Agreement.

### **Section 29 - Hoists and Elevators - 29 County Building**

An Engineer shall be employed on all elevators or hoists (freight or passenger) where used for handling of freight, including building materials, furniture, office equipment, and all tools or equipment of any other craft, subject to Article IV, Section 1.

The General Contractor shall either furnish or require the hiring of a hoist Operator (elevator Operator) when used by the General Contractor or/by the Sub-Contractor.



**29 COUNTY BUILDING  
OPERATING ENGINEERS - LOCAL 542**

WAGE GROUP I	Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21					
		Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21					
HOURLY RATE		\$35.24	\$36.78	\$38.32	\$39.87	\$41.41					
H & W	0.160	*\$6.40	\$12.04	*\$6.40	\$12.28	*\$6.40	\$12.54	*\$6.40	\$12.77	*\$6.40	\$13.03
PENSION	0.105		\$3.70		\$3.86		\$4.02		\$4.19		\$4.35
APPR. TR.	0.010	\$0.60	\$0.95	\$0.60	\$0.97	\$0.60	\$0.98	\$0.60	\$1.00	\$0.60	\$1.01
S.U.B.	0.020	\$0.18	\$0.88	\$0.18	\$0.92	\$0.18	\$0.95	\$0.18	\$0.98	\$0.18	\$1.01
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.18	\$59.81	\$7.18	\$61.81	\$7.18	\$63.81	\$7.18	\$65.81	\$7.18	\$67.81

Machines Doing Hook Work	Boom Trucks
Any Machine Handling Machinery	Drag Lines
Cable Spinning Machines	Derricks
Helicopters	All Types Of Overhead Cranes
All Types Of Cranes	High Rail/Burro Crane
Cableways	Rail Loader (Winch Boom Type)
Spider/Mini Crane	

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

WAGE GROUP I(A)	Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21					
		Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21					
HOURLY RATE		\$37.49	\$39.03	\$40.57	\$42.12	\$43.66					
H & W	0.160	*\$6.40	\$12.39	*\$6.40	\$12.64	*\$6.40	\$12.89	*\$6.40	\$13.14	*\$6.40	\$13.39
PENSION	0.105		\$3.94		\$4.10		\$4.26		\$4.42		\$4.58
APPR. TR.	0.010	\$0.60	\$0.97	\$0.60	\$0.99	\$0.60	\$1.01	\$0.60	\$1.02	\$0.60	\$1.04
S.U.B.	0.020	\$0.18	\$0.93	\$0.18	\$0.96	\$0.18	\$0.99	\$0.18	\$1.02	\$0.18	\$1.05
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.18	\$62.72	\$7.18	\$64.72	\$7.18	\$66.72	\$7.18	\$68.72	\$7.18	\$70.72

Machines Doing Hook Work	Tower Cranes
Any Machine Handling Machinery	Cableways
All Types Of Cranes	Drag Lines
Rail Loader (Winch Boom Type)	Derricks
High Rail/Burro Crane	All Types Of Overhead Cranes
Concrete Pumps	

**Single Person Truck Cranes 15 Ton And Over Factory Rating, And Cherry Picker Type Machinery And Equipment 15 Ton And Over Factory Rating, Etc.**

**All Equipment In This Group Which Previously Received The Hour In Lieu Of An Oiler Will Receive Wage Group I(A).**

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications



**29 COUNTY BUILDING  
OPERATING ENGINEERS - LOCAL 542**

WAGE GROUP III	Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21					
		Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21					
HOURLY RATE		\$32.23	\$33.78	\$35.32	\$36.86	\$38.41					
H & W	0.160	*\$6.40	\$11.57	*\$6.40	\$11.80	*\$6.40	\$12.06	*\$6.40	\$12.31	*\$6.40	\$12.56
PENSION	0.105		\$3.38		\$3.55		\$3.71		\$3.87		\$4.03
APPR. TR.	0.010	\$0.60	\$0.92	\$0.60	\$0.94	\$0.60	\$0.95	\$0.60	\$0.97	\$0.60	\$0.98
S.U.B.	0.020	\$0.18	\$0.81	\$0.18	\$0.84	\$0.18	\$0.87	\$0.18	\$0.90	\$0.18	\$0.93
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.18	\$55.91	\$7.18	\$57.91	\$7.18	\$59.91	\$7.18	\$61.91	\$7.18	\$63.91

**Conveyors**

Building Hoists (Single Drum)  
High Or Low Pressure Boilers  
Well Drillers  
Asphalt Plant Engineers  
Ditch Witch Type Trenchers  
High Pressure Pumps

**Core Drill Operator**

Second Class Drill, Self-Contained Rotary Drills  
Forklift Trucks (Under 20 Feet Lift)  
Stump Grinders  
Miscellaneous Equipment Operator  
Tireman (For Power Equipment)

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

WAGE GROUP IV Eff. Date			05/01/17		05/01/18		05/01/19		05/01/20		05/01/21
			Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21
HOURLY RATE			\$31.09		\$32.63		\$34.17		\$35.73		\$37.26
H & W	0.160	*\$6.40	\$11.38	*\$6.40	\$11.62	*\$6.40	\$11.88	*\$6.40	\$12.11	*\$6.40	\$12.38
PENSION	0.105		\$3.26		\$3.43		\$3.59		\$3.75		\$3.91
APPR. TR.	0.010	\$0.60	\$0.91	\$0.60	\$0.93	\$0.60	\$0.94	\$0.60	\$0.96	\$0.60	\$0.97
S.U.B.	0.020	\$0.18	\$0.80	\$0.18	\$0.83	\$0.18	\$0.86	\$0.18	\$0.89	\$0.18	\$0.92
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.18	\$54.44	\$7.18	\$56.44	\$7.18	\$58.44	\$7.18	\$60.44	\$7.18	\$62.44

**Welding Machines**

Well Points  
Compressors  
Pumps  
Heaters  
Farm Tractors  
Form Line Graders  
Road Finishing Machines  
Articulated End/Rear Dump

**Concrete Breaking Machines (Guillotine Type)**

Rollers  
Seaman Pulverizing Mixer  
Grout Pump  
Power Broom  
Forced Air Propane Heater  
Seeding Spreader  
Silt Sock (Truck or Truck Mounted)

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

**29 COUNTY BUILDING  
OPERATING ENGINEERS - LOCAL 542**

<b>WAGE GROUP VII(A) Eff. Date</b>	<b>05/01/17</b>	<b>05/01/18</b>	<b>05/01/19</b>	<b>05/01/20</b>	<b>05/01/21</b>
<b>TOXIC/HAZARDOUS WASTE REMOVAL</b>					

	Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21		
HOURLY RATE			\$42.44		\$44.29		\$46.15		\$48.00		\$49.86
H & W	0.160	*\$7.68	\$14.47	*\$7.68	\$14.77	*\$7.68	\$15.06	*\$7.68	\$15.36	*\$7.68	\$15.65
PENSION	0.105		\$4.46		\$4.65		\$4.85		\$5.04		\$5.23
APPR. TR.	0.010	\$0.72	\$1.14	\$0.72	\$1.16	\$0.72	\$1.18	\$0.72	\$1.20	\$0.72	\$1.22
S.U.B.	0.020	\$0.22	\$1.06	\$0.22	\$1.10	\$0.22	\$1.13	\$0.22	\$1.17	\$0.22	\$1.21
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$8.62	\$70.57	\$8.62	\$72.97	\$8.62	\$75.37	\$8.62	\$77.77	\$8.62	\$80.17

Machines Doing Hook Work	All Types Of Cranes	All Types Of Overhead Cranes
Any Machine Handling Machinery	Cableways	High Rail/Burro Crane
Cable Spinning Machines	Drag Lines	Rail Loader (Winch Boom Type)
Helicopters	Derricks	

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

<b>WAGE GROUP VII(B) Eff. Date</b>	<b>05/01/17</b>	<b>05/01/18</b>	<b>05/01/19</b>	<b>05/01/20</b>	<b>05/01/21</b>
<b>TOXIC/HAZARDOUS WASTE REMOVAL</b>					

	Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21		
HOURLY RATE			\$42.09		\$43.95		\$45.80		\$47.65		\$49.51
H & W	0.160	*\$7.68	\$14.42	*\$7.68	\$14.71	*\$7.68	\$15.00	*\$7.68	\$15.31	*\$7.68	\$15.59
PENSION	0.105		\$4.42		\$4.61		\$4.81		\$5.00		\$5.20
APPR. TR.	0.010	\$0.72	\$1.14	\$0.72	\$1.16	\$0.72	\$1.18	\$0.72	\$1.20	\$0.72	\$1.22
S.U.B.	0.020	\$0.22	\$1.05	\$0.22	\$1.09	\$0.22	\$1.13	\$0.22	\$1.16	\$0.22	\$1.20
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$8.62	\$70.12	\$8.62	\$72.52	\$8.62	\$74.92	\$8.62	\$77.32	\$8.62	\$79.72

Keystones	Scrapers And Tournapulls	Hydro Ax
All Types Of Shovels	Spreaders	Boat Captains
All Types Of Backhoes	Tree Spade	Chipper With Boom
Trench Shovels	Bulldozers And Tractors	Motor Patrols
Trenching Machines	Side Boom	Concrete Breaking Machines
Hoists With Two Towers	Rollers	Milling Machines
All Pavers (Blacktop And Concrete)	(High Grade Finishing)	Fine Grade Machines
All Autograde And Concrete Finishing Machines	Vermeer Saw	Concrete Pumps
(Excluding Trowel Machines)	Mechanic - Welders	Grease Trucks
Batch Plant Operators	Building Hoists	Bobcat Type
(Concrete)	(Double Drum)	(All Attachments)
Drills, Self-Contained Rotary Drills	Gradalls	Power Jack Liner
Forklifts (20 Feet And Over)	Mucking Machines In Tunnel	Tie Replacer
Bundle Puller Extractors	All Front-End Loaders	Rail/Road Loader
(Tubular Type)	Tandem Scrapers	Production Switch Tamper
	Directional Boring Machines	Ballast Regulators
	Pippin Type Backhoes	

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

## **29 COUNTY BUILDING CONSTRUCTION**

### **LOCAL UNION 542 - INTERNATIONAL UNION OF OPERATING ENGINEERS**

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The rates of wages for a Lead Engineer shall be one dollar and fifty cents (\$1.50) per hour above the highest rate of pay of any Engineer employed on a weekly basis for the same Employer on the same project. The Assistant Lead Engineer, when employed, shall be paid ninety cents (\$0.90) per hour above the highest wage of pay of any Engineer on a weekly basis by the Employer on the same project.

All mixers under 21E with power loading skip shall be operated by an Apprentice Engineer or Oiler.

On all machines with booms, jibs, masts, and leads 100 feet from ground up, fifty cents (\$0.50) per hour additional will be paid for each increment of 25 feet over 100 feet. On cranes with booms (including jibs, masts, and leads, etc.), 200 feet and over, two (2) Operators shall be required, no Oilers will be required, with seventy-five cents (\$0.75) in increments of 25 feet. Boom is to be measured from the ground, to the heel, to the tip of the boom.

Tower cranes calculated from ground up and out for purpose of boom pay.

All derricks shall require an Apprentice Engineer or Oiler. One (1) Apprentice Engineer or Oiler shall service three (3) guy derricks when under the direction of one (1) Employer or Contractor when working in conjunction with each other.

## **HAZARDOUS WASTE**

All Toxic/Hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

On hazardous waste removal work, **or** on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage. Fringe benefits will be paid at the contractual hourly wage.

**29 COUNTY HEAVY CONSTRUCTION  
OPERATING ENGINEERS - LOCAL 542**

WAGE GROUP II	Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21					
		Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21					
HOURLY RATE		\$33.52	\$35.07	\$36.61	\$38.16	\$39.70					
H & W	0.160	*\$6.40	\$11.76	*\$6.40	\$12.01	*\$6.40	\$12.26	*\$6.40	\$12.50	*\$6.40	\$12.75
PENSION	0.105		\$3.52		\$3.68		\$3.84		\$4.01		\$4.17
APPR. TR.	0.010	\$0.60	\$0.94	\$0.60	\$0.95	\$0.60	\$0.97	\$0.60	\$0.98	\$0.60	\$1.00
S.U.B.	0.020	\$0.18	\$0.85	\$0.18	\$0.88	\$0.18	\$0.91	\$0.18	\$0.94	\$0.18	\$0.97
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.18	\$57.59	\$7.18	\$59.59	\$7.18	\$61.59	\$7.18	\$63.59	\$7.18	\$65.59

**Keystones**

All Types Of Shovels  
 All Types Of Backhoes  
 Trench Shovels  
 Trenching Machines  
 Hoists With Two Towers  
 All Pavers (Blacktop And Concrete)  
 All Types Of Overhead Cranes  
 Building Hoists (Double Drum)  
 Concrete Breaking Machines  
 Gradalls  
 All Autograde And Concrete  
 Finishing Machines  
 Mucking Machines In Tunnel  
 All Front-End Loaders  
 Bundle Puller Extractors (Tubular)  
 Tandem Scrapers  
 Pippin Type Backhoes  
 Rollers (High Grade Finishing)  
 Boat Captains  
 Mechanic-Welder  
 Batch Plant Operators (Concrete)  
 Crushers

**Motor Patrols**

Drills, Self-Contained Rotary Drills  
 Concrete Pumps  
 Forklifts (20 Feet And Over)  
 Grease Truck  
 Scrapers And Tournapulls  
 Side Boom  
 Spreaders  
 Bobcat Type (All Attachments)  
 Bulldozers And Tractors  
 Vermeer Saw  
 Boring Machines Including  
 Directional Boring Machines  
 Tree Spade  
 Hydro Ax  
 Chipper With Boom  
 Production Switch Tamper  
 Ballast Regulators  
 Tie Replacer  
 Rail/Road Loader  
 Power Jack Liner  
 Hydro Vac Truck/Excavator

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

**29 COUNTY HEAVY CONSTRUCTION  
OPERATING ENGINEERS - LOCAL 542**

WAGE GROUP IV Eff. Date			05/01/17		05/01/18		05/01/19		05/01/20		05/01/21	
			Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21	
HOURLY RATE				\$29.47		\$31.01		\$32.55		\$34.10		\$35.64
H & W	0.160	*\$6.40	\$11.13	*\$6.40	\$11.36	*\$6.40	\$11.61	*\$6.40	\$11.86	*\$6.40	\$12.11	
PENSION	0.105		\$3.09		\$3.26		\$3.42		\$3.58		\$3.74	
APPR. TR.	0.010	\$0.60	\$0.89	\$0.60	\$0.91	\$0.60	\$0.93	\$0.60	\$0.94	\$0.60	\$0.96	
S.U.B.	0.020	\$0.18	\$0.76	\$0.18	\$0.80	\$0.18	\$0.83	\$0.18	\$0.86	\$0.18	\$0.89	
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00	
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00	
TOTAL	0.295	\$7.18	\$52.34	\$7.18	\$54.34	\$7.18	\$56.34	\$7.18	\$58.34	\$7.18	\$60.34	

Welding Machines

Well Points

Compressors

Pumps

Heaters

Farm Tractors

Form Line Graders

Silt Sock (Truck or Truck Mounted)

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

WAGE GROUP V Eff. Date			05/01/17		05/01/18		05/01/19		05/01/20		05/01/21	
			Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21	
HOURLY RATE				\$29.02		\$30.56		\$32.11		\$33.65		\$35.20
H & W	0.160	*\$6.40	\$11.04	*\$6.40	\$11.29	*\$6.40	\$11.54	*\$6.40	\$11.79	*\$6.40	\$12.03	
PENSION	0.105		\$3.05		\$3.21		\$3.37		\$3.53		\$3.70	
APPR. TR.	0.010	\$0.60	\$0.89	\$0.60	\$0.91	\$0.60	\$0.92	\$0.60	\$0.94	\$0.60	\$0.95	
S.U.B.	0.020	\$0.18	\$0.76	\$0.18	\$0.79	\$0.18	\$0.82	\$0.18	\$0.85	\$0.18	\$0.88	
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00	
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00	
TOTAL	0.295	\$7.18	\$51.76	\$7.18	\$53.76	\$7.18	\$55.76	\$7.18	\$57.76	\$7.18	\$59.76	
Fireman												

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

WAGE GROUP VI Eff. Date			05/01/17		05/01/18		05/01/19		05/01/20		05/01/21	
			Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21	
HOURLY RATE			\$28.14		\$29.68		\$31.22		\$32.78		\$34.31	
H & W	0.160	*\$6.40	\$10.92	*\$6.40	\$11.16	*\$6.40	\$11.42	*\$6.40	\$11.64	*\$6.40	\$11.91	
PENSION	0.105		\$2.95		\$3.12		\$3.28		\$3.44		\$3.60	
APPR. TR.	0.010	\$0.60	\$0.88	\$0.60	\$0.90	\$0.60	\$0.91	\$0.60	\$0.93	\$0.60	\$0.94	
S.U.B.	0.020	\$0.18	\$0.73	\$0.18	\$0.76	\$0.18	\$0.79	\$0.18	\$0.83	\$0.18	\$0.86	
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00	
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00	
TOTAL	0.295	\$7.18	\$50.62	\$7.18	\$52.62	\$7.18	\$54.62	\$7.18	\$56.62	\$7.18	\$58.62	
Oilers and Deck Hands (Personnel Boats)												
Hydro Vac Helper												
Core Drill Helper 2nd Class												

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

\* Dingo Type Machinery/Walk Behind Equipment to be paid at 4<sup>th</sup> Year Apprentice Rate\* Articulated End Dump/Rear Dump to be paid at the 4<sup>th</sup> Year Apprentice Rate



**29 COUNTY HEAVY CONSTRUCTION  
OPERATING ENGINEERS - LOCAL 542**

APPRENTICE RATES Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21
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**FOURTH YEAR APPRENTICE**

	Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21
HOURLY RATE		\$26.56	\$26.94	\$27.72	\$28.49
H & W	0.160 *\$6.40	\$10.64 *\$6.40	\$10.71 *\$6.40	\$10.83 *\$6.40	\$10.96 *\$6.40
PENSION	0.105	\$2.79	\$2.83	\$2.91	\$2.99
APPR. TR.	0.010 \$0.60	\$0.87 \$0.60	\$0.87 \$0.60	\$0.88 \$0.60	\$0.88 \$0.60
S.U.B.	0.020 \$0.18	\$0.71 \$0.18	\$0.72 \$0.18	\$0.73 \$0.18	\$0.75 \$0.18
ANNUITY		\$5.50	\$6.00	\$6.00	\$6.00
PIN POINT		\$1.00	\$1.00	\$1.00	\$1.00
TOTAL	0.295 \$7.18	\$48.07 \$7.18	\$49.07 \$7.18	\$50.07 \$7.18	\$51.07 \$7.18

\* Dingo Type Machinery/Walk Behind Equipment to be paid at 4<sup>th</sup> Year Apprentice Rate

\* Articulated End Dump/Rear Dump to be paid at 4<sup>th</sup> Year Apprentice Rate

APPRENTICE RATES Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21
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**THIRD YEAR APPRENTICE**

	Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21
HOURLY RATE		\$25.87	\$26.26	\$27.02	\$27.80
H & W	0.160 *\$6.40	\$10.53 *\$6.40	\$10.59 *\$6.40	\$10.73 *\$6.40	\$10.84 *\$6.40
PENSION	0.105	\$2.72	\$2.76	\$2.84	\$2.92
APPR. TR.	0.010 \$0.60	\$0.86 \$0.60	\$0.86 \$0.60	\$0.87 \$0.60	\$0.88 \$0.60
S.U.B.	0.020 \$0.18	\$0.70 \$0.18	\$0.71 \$0.18	\$0.72 \$0.18	\$0.74 \$0.18
ANNUITY		\$4.50	\$5.00	\$5.00	\$5.00
PIN POINT		\$1.00	\$1.00	\$1.00	\$1.00
TOTAL	0.295 \$7.18	\$46.18 \$7.18	\$47.18 \$7.18	\$48.18 \$7.18	\$49.18 \$7.18

APPRENTICE RATES Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21
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**SECOND YEAR APPRENTICE**

	Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21
HOURLY RATE		\$24.39	\$24.78	\$25.55	\$26.32
H & W	0.160 *\$6.40	\$10.31 *\$6.40	\$10.36 *\$6.40	\$10.49 *\$6.40	\$10.62 *\$6.40
PENSION	0.105	\$2.56	\$2.60	\$2.68	\$2.76
APPR. TR.	0.010 \$0.60	\$0.84 \$0.60	\$0.85 \$0.60	\$0.86 \$0.60	\$0.86 \$0.60
S.U.B.	0.020 \$0.18	\$0.66 \$0.18	\$0.67 \$0.18	\$0.68 \$0.18	\$0.70 \$0.18
ANNUITY		\$4.50	\$5.00	\$5.00	\$5.00
PIN POINT		\$1.00	\$1.00	\$1.00	\$1.00
TOTAL	0.295 \$7.18	\$44.26 \$7.18	\$45.26 \$7.18	\$46.26 \$7.18	\$47.26 \$7.18

APPRENTICE RATES Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21
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**FIRST YEAR APPRENTICE**

	Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21
HOURLY RATE		\$22.94	\$23.33	\$24.10	\$24.88
H & W	0.160 *\$6.40	\$10.07 *\$6.40	\$10.13 *\$6.40	\$10.26 *\$6.40	\$10.37 *\$6.40
PENSION	0.105	\$2.41	\$2.45	\$2.53	\$2.61
APPR. TR.	0.010 \$0.60	\$0.83 \$0.60	\$0.83 \$0.60	\$0.84 \$0.60	\$0.85 \$0.60
S.U.B.	0.020 \$0.18	\$0.63 \$0.18	\$0.64 \$0.18	\$0.65 \$0.18	\$0.67 \$0.18
ANNUITY		\$4.50	\$5.00	\$5.00	\$5.00
PIN POINT		\$1.00	\$1.00	\$1.00	\$1.00
TOTAL	0.295 \$7.18	\$42.38 \$7.18	\$43.38 \$7.18	\$44.38 \$7.18	\$45.38 \$7.18

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

## **ARTICLE X**

### **WAGES AND CONDITIONS APPLICABLE TO HIGHWAY CONSTRUCTION ONLY**

#### **29 COUNTY AREA**

##### **Section 1 - 29 County Highway Construction Definition**

Highway Construction shall include all roads, streets, culverts, sewers, water lines, duct lines, fiber optic cable, curbs, gutters, sidewalks, pipelines, bridges (except steel superstructure), viaducts (except steel superstructure), demolition and the excavation for all of the above and offsite plants operated primarily for the job by the Contractor or his or her Sub-Contractor. The Highway Agreement shall also apply to strip mining for coal.

"Contractor" where used in this Agreement, means any Contractor engaged in "Highway Construction" as defined herein.

##### **Section 2 - General Provisions - 29 County Highway**

A. The Contractors Association of Eastern Pennsylvania will make available to all union plan holders, the Competitive Adjustments for all 29 County Highway projects (site work including earth and stone work). Any Contractor signatory to this Collective Bargaining Agreement may call the Association office for a copy of the current Competitive Adjustments. A copy of the Competitive Adjustments will also be available from any of the Unions signatory to this Agreement.

B. All Operating Engineers employed under this Article shall be classified in accordance with schedule of labor and any other classification of an Engineer will be settled by the Contractor and the Union Representatives, and if they are unable to reach a mutual decision, the matter shall be referred to the grievance procedures as is hereinafter outlined. The Contractor may classify such workmen pending the final decision of the grievance procedures.

C. This Article is not to apply to any operations or business in which any Contractor engages, except work defined herein.

D. Employees shall not include Engineering, Clerical Employees, Timekeepers, Guards, Superintendents, Mechanical Superintendents and Assistant Superintendents, but shall include Lead Engineers and Assistant Lead Engineers.

E. The number of Employees to be employed is at the sole discretion of the Contractor, and the fact that certain classifications and rates are established does not mean that the Contractor must employ Employees for any one (1) or all such classifications or to man any particular piece of plant that happens to be on the work unless required by this Article. However, this does not relieve the Contractor from the responsibility of properly manning any piece of equipment that is placed in operation.

It is understood that no liability shall arise on the part of either Contractor or the Union, by reason of any authorized act by any Employee of said Contractors or Union, unless and until such unauthorized act is brought to the attention of the party affected and that party is given a reasonable opportunity to correct said act or ratify same.

F. It is understood that if the Union enters into any Collective Bargaining Agreement with any Contractor engaged in Highway Construction within the area designated herein upon more favorable terms to such other Contractor than are embodied in this Agreement, this Agreement shall be amended so as to afford the party to this contract the same terms.

If an Employee quits of his/her own accord he/she shall wait for his/her pay until next regular pay day.

No payment is to be made for time not worked except as provided under Article II, Section 9A and Article V, Section 7.

### **Section 8 - Normal Work Day - 29 County Highway**

On all work, other than that sponsored by a Governmental Agency, wherein the hours of work are specified, the normal work day shall consist of eight (8) continuous hours, exclusive of lunch time, during any twenty- four (24) hour period, and the normal work week shall consist of forty (40) hours.

### **Section 9 - Overtime - 29 County Highway**

All work performed by an Employee after eight (8) hours in one (1) day and/or forty (40) hours in any one (1) week, shall be paid at the rate of time and one-half. On snow removal, all work in excess of eight (8) hours per day shall be paid at the rate of time and one-half except of those days listed in Section 12.

### **Section 10 - Employment on a Daily Basis - 29 County Highway**

Operators, Mechanics, Firemen, Oilers, and helpers on all machines shall be given employment for a full day, and be paid, therefore on every regular work day that they report for work, unless they have been notified before the completion of the previous work day that there would be no work for the following day. **(A mutual agreement with respect to notification may be negotiated between District Office of Local 542 and Employer).**

In case of inclement weather, if they report they shall be given no less than four (4) hours employment within the jurisdiction of the Operating Engineers under reasonable working conditions and be paid therefore at their regular rate. However, if regular job operations can be started within two (2) hours of regular starting time and the men are put to work, they shall receive a minimum of four (4) hours employment for that day. If more than four (4) hours are worked, Employees shall receive eight (8) hours pay for that day.

### **Section 11 - Saturday - 29 County Highway**

Employees covered by this Agreement who are required to report on Saturdays shall receive two (2) hours pay at the applicable overtime rate, and if required to start work shall receive four (4) hours at the applicable overtime rate, and if required to work more than four (4) hours shall receive eight (8) hours pay at the overtime rate.

### **Section 12 - Sunday and Holiday Pay - 29 County Highway**

All work performed on Sundays and the following Holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day shall be paid for at the rate of double time. Holidays falling on Saturday shall be recognized as a Holiday and celebrated on Friday. Holidays falling on Sunday shall be recognized as a Holiday and celebrated on Monday. Any Holiday that falls during the week shall be considered a day worked.

No work on Labor Day unless to protect property and life and in such cases the rate shall be paid for at double time. Time lost on Holidays may not be made up at the straight time rate on Saturdays or over eight (8) hours Monday through Friday.

No Employee shall be refused sufficient time off from his or her work on National and State Election Days in order that he may exercise his right to vote. This shall in no way act to the prejudice of such Employee.

### **Section 17A – Steward Premium Pay**

An Operating Engineer designated as Steward from among those employed on the job by the Union shall receive an additional fifty cents (\$.50) over his/her wage group rate classification for each hour paid when there are eight (8) or more Operating Engineers on a shift.

### **Section 18 - Safety and Element Protection - 29 County Highway**

Employees shall be protected from material and the elements.

The parties have a mutual responsibility to cooperate in developing mutually satisfactory means of achieving continuing improvements in the safety conditions in the industry. Members of the Union and the Employer shall comply with all safety measures required under City, County, State, and Federal Safety Rules and Regulations.

The Employer and the Union will develop and keep up to date a written safety program. This safety program will include a Joint Safety Committee which will meet regularly. All safety equipment required by this program shall be furnished by the Employer.

### **Section 19 - Winter Heat - 29 County Highway**

Operators of electric, gas, diesel, or skeleton machines during winter weather shall be provided with heat.

### **Section 20 - Pumps and Compressors - 29 County Highway**

A single pump having less than a four (4) inch discharge, or two (2) diaphragm pumps having less than a four (4) inch discharge may be operated without the services of an Engineer; provided however, at all times, jurisdiction over all pumps remains within the Operating Engineers Union. One (1) Engineer may operate as many pumps and compressors on any one (1) job as he/she can conveniently service. One (1) Engineer may cover as many compressors as he/she can conveniently service.

### **Section 21 - Miscellaneous Small Equipment - 29 County Highway**

One (1) Engineer may operate as many heaters, light plants, generators, and welding machines on any one (1) job as he/she can conveniently service. At all times, jurisdiction over all heaters, light plants, generators, and welding machines remains within the Operating Engineers Union.

### **Section 22 - Transportation/Small Equipment Operator - 29 County Highway**

Transportation will be furnished to the Engineer covering this equipment whenever there are over three (3) pumps and compressors or any combination of the equipment listed in Section 20 and 21 above, if the equipment is over 1500 feet apart.

### **Section 23 - Conveyors - 29 County Highway**

One (1) building conveyor forty (40) feet or less may be operated without an Engineer; however, if conveyor is longer than forty (40) feet or more than one (1) conveyor of any size is used by the same Employer on the same day on the same job site, an Operating Engineer shall be employed. One (1) Engineer may operate up to three (3) conveyors. At all times, the jurisdiction of conveyors will remain with the Operating Engineers. The General Contractor is responsible for compliance with this Section.

### **Section 24 - Minor Repair Work - 29 County Highway**

Operator shall do minor repair work on the machine he is operating as required by the Employer provided this shall not be used for the purpose of reducing the number of Maintenance Engineers who would ordinarily be employed on the job.



C. On equipment listed in Section 28A and B, hereof, the Employer will compensate the Operating Engineer of such equipment Wage Group I(A) or VI(A), provided however, that Wage Group I(A) and VI(A) does not apply to the following equipment:

- (1) Pippin type or hydraulic backhoes of one (1) cubic yard or less; and
- (2) Cherry picker less than fifteen (15) ton factory rating;

Should a second person be required/**needed** on a machine, it will be within the Operating Engineers jurisdiction.

On all machines with booms, jibs, masts, and leads 100 feet and over, twenty-five cents (\$0.25) per hour additional will be paid for each increment of 25 feet over 100 feet. On machines with booms (including jibs, masts, and leads, etc.), 200 feet and over, two (2) Operating Engineers shall be required. Boom is to be measured from the ground, to the heel, to the tip of the boom.

**Concrete Pumps. 29 County Highway** - Provision for an Oiler/Apprentice to be waived, on concrete pumps as follows:

(a) For boom used in a stationary position.

(b) For boom type concrete truck that has **196 feet (61 meters) of boom length or less** that is involved in a **350 yard of concrete pour, or less**, per eight (8) hour work day.

1. Should a second person be required/**needed**, the work will be assigned to an Operating Engineer as that of an Oiler/Apprentice.

2. Should the boom not be in the sight of the Operator, then the Employer will engage an Oiler/Apprentice.

3. **All Boom Pump Operators will be paid Wage Group I(A).** Any time spent in excess of eight (8) hours will be paid at the applicable overtime rate.

### **Section 29 - Oiler/Apprentice - 29 County Highway**

The Apprentice Engineer or Oiler shall be under the direct supervision of the Engineer to whom he is assigned. His duties at the discretion of the Employer may include, but are not limited to, cleaning, oiling, greasing, hook mats, spot trucks, change cables, change booms, signal crane, or any other non-jurisdictional work directly involved with his piece of equipment. He may service his piece of equipment during the lunch period without premium pay, if permitted to take an equivalent period immediately before or after the scheduled lunch period. With the exception of the lunch period, at no time can a machine requiring an Apprentice Engineer/Oiler or machines falling under Wage Group I(A) and Wage Group II(A) work or travel under own power or be repaired without a full crew. Grease truck personnel may work other than the regular shift at the shift differential rate.

All mixers under 21E with power loading skip shall be operated by an Apprentice Engineer or Oiler.

All derricks shall require an Apprentice Engineer or Oiler. One (1) Apprentice Engineer or Oiler shall service three (3) guy derricks when under the direction of one (1) Employer or Contractor when working in conjunction with each other.



**29 COUNTY HIGHWAY CONSTRUCTION  
OPERATING ENGINEERS - LOCAL 542**

WAGE GROUP I(A)	Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21					
		Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21					
HOURLY RATE		\$35.18	\$36.72	\$38.27	\$39.81	\$41.35					
H & W	0.160	*\$6.40	\$12.03	*\$6.40	\$12.27	*\$6.40	\$12.51	*\$6.40	\$12.76	*\$6.40	\$13.02
PENSION	0.105		\$3.69		\$3.86		\$4.02		\$4.18		\$4.34
APPR. TR.	0.010	\$0.60	\$0.95	\$0.60	\$0.97	\$0.60	\$0.98	\$0.60	\$1.00	\$0.60	\$1.01
S.U.B.	0.020	\$0.18	\$0.88	\$0.18	\$0.91	\$0.18	\$0.95	\$0.18	\$0.98	\$0.18	\$1.01
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.18	\$59.73	\$7.18	\$61.73	\$7.18	\$63.73	\$7.18	\$65.73	\$7.18	\$67.73

**Single Person Operation Truck Cranes 15 Ton And Over Factory Rating, And Cherry Picker Type Machinery And Equipment 15 Ton And Over Factory Rating, Etc.  
Crawler Backhoes And Crawler Gradalls Over One (1) Cubic Yard Factory Rating, Hydraulic Backhoes Over One (1) Cubic Yard Factory Rating.**

**All Equipment In This Group Which Previously Received The Hour In Lieu Of An Oiler Will Receive Wage Group I(A) Including Concrete Pumps.**

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

WAGE GROUP II Eff. Date			05/01/17		05/01/18		05/01/19		05/01/20		05/01/21
			Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21
HOURLY RATE			\$31.75		\$33.30		\$34.84		\$36.38		\$37.93
H & W	0.160	*\$6.40	\$11.49	*\$6.40	\$11.71	*\$6.40	\$11.97	*\$6.40	\$12.22	*\$6.40	\$12.47
PENSION	0.105		\$3.33		\$3.50		\$3.66		\$3.82		\$3.98
APPR. TR.	0.010	\$0.60	\$0.90	\$0.60	\$0.92	\$0.60	\$0.93	\$0.60	\$0.95	\$0.60	\$0.96
S.U.B.	0.020	\$0.18	\$0.81	\$0.18	\$0.85	\$0.18	\$0.88	\$0.18	\$0.91	\$0.18	\$0.94
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.18	\$55.28	\$7.18	\$57.28	\$7.18	\$59.28	\$7.18	\$61.28	\$7.18	\$63.28

Spreaders  
Asphalt Plant Engineers  
Rollers(High Grade Finishing)

Stump Grinder  
Grease Truck  
Forklifts (20 Feet And Over)

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

**29 COUNTY HIGHWAY CONSTRUCTION  
OPERATING ENGINEERS - LOCAL 542**

WAGE GROUP VI	Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21					
		Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21					
HOURLY RATE		\$33.17	\$34.71	\$36.25	\$37.79	\$39.33					
H & W	0.160	*\$6.40	\$11.69	*\$6.40	\$11.94	*\$6.40	\$12.19	*\$6.40	\$12.44	*\$6.40	\$12.70
PENSION	0.105		\$3.48		\$3.64		\$3.81		\$3.97		\$4.13
APPR. TR.	0.010	\$0.60	\$0.93	\$0.60	\$0.95	\$0.60	\$0.96	\$0.60	\$0.98	\$0.60	\$0.99
S.U.B.	0.020	\$0.18	\$0.83	\$0.18	\$0.86	\$0.18	\$0.89	\$0.18	\$0.92	\$0.18	\$0.95
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.18	\$57.10	\$7.18	\$59.10	\$7.18	\$61.10	\$7.18	\$63.10	\$7.18	\$65.10

On all machines with booms (including jibs, masts, leads, etc.) 100 feet

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

WAGE GROUP VI(A)	Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21					
		Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21					
HOURLY RATE		\$35.42	\$36.96	\$38.50	\$40.04	\$41.58					
H & W	0.160	*\$6.40	\$12.05	*\$6.40	\$12.30	*\$6.40	\$12.56	*\$6.40	\$12.81	*\$6.40	\$13.05
PENSION	0.105		\$3.72		\$3.88		\$4.04		\$4.20		\$4.37
APPR. TR.	0.010	\$0.60	\$0.95	\$0.60	\$0.97	\$0.60	\$0.98	\$0.60	\$1.00	\$0.60	\$1.02
S.U.B.	0.020	\$0.18	\$0.87	\$0.18	\$0.90	\$0.18	\$0.93	\$0.18	\$0.96	\$0.18	\$0.99
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.18	\$60.01	\$7.18	\$62.01	\$7.18	\$64.01	\$7.18	\$66.01	\$7.18	\$68.01

On all machines with booms (including jibs, masts, leads, etc.) 100 feet

**All Equipment In This Group Which Previously Received The Hour In Lieu Of An Oiler Will Receive Wage Group VI(A) .**

**Equipment In This Wage Group That Does Not Require An Oiler.**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

\* Articulated End Dump/Rear Dump to be paid at the 4<sup>th</sup> Year Apprentice Rate

\* Dingo Type Machinery/Walk Behind Equipment to be paid at 4<sup>th</sup> Year Apprentice Rate

**29 COUNTY HIGHWAY CONSTRUCTION  
OPERATING ENGINEERS - LOCAL 542**

<b>APPRENTICE RATES Eff. Date</b>	<b>05/01/17</b>	<b>05/01/18</b>	<b>05/01/19</b>	<b>05/01/20</b>	<b>05/01/21</b>
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**FOURTH YEAR APPRENTICE**

			Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21
HOURLY RATE			\$27.53		\$27.92		\$28.70		\$29.47		\$30.24
H & W	0.160	*\$6.40	\$10.81	*\$6.40	\$10.87	*\$6.40	\$10.99	*\$6.40	\$11.12	*\$6.40	\$11.24
PENSION	0.105		\$2.89		\$2.93		\$3.01		\$3.09		\$3.18
APPR. TR.	0.010	\$0.60	\$0.88	\$0.60	\$0.88	\$0.60	\$0.89	\$0.60	\$0.89	\$0.60	\$0.90
S.U.B.	0.020	\$0.18	\$0.72	\$0.18	\$0.73	\$0.18	\$0.74	\$0.18	\$0.76	\$0.18	\$0.77
ANNUITY			\$5.50		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.18	\$49.33	\$7.18	\$50.33	\$7.18	\$51.33	\$7.18	\$52.33	\$7.18	\$53.33

\* Dingo Type Machinery/Walk Behind Equipment to be paid at 4<sup>th</sup> Year Apprentice Rate\* Articulated End Dump/Rear Dump to be paid at 4<sup>th</sup> Year Apprentice Rate

<b>APPRENTICE RATES Eff. Date</b>	<b>05/01/17</b>	<b>05/01/18</b>	<b>05/01/19</b>	<b>05/01/20</b>	<b>05/01/21</b>
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**THIRD YEAR APPRENTICE**

			Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21
HOURLY RATE			\$26.84		\$27.23		\$28.00		\$28.77		\$29.55
H & W	0.160	*\$6.40	\$10.68	*\$6.40	\$10.75	*\$6.40	\$10.87	*\$6.40	\$10.99	*\$6.40	\$11.11
PENSION	0.105		\$2.82		\$2.86		\$2.94		\$3.02		\$3.10
APPR. TR.	0.010	\$0.60	\$0.87	\$0.60	\$0.87	\$0.60	\$0.88	\$0.60	\$0.89	\$0.60	\$0.90
S.U.B.	0.020	\$0.18	\$0.72	\$0.18	\$0.72	\$0.18	\$0.74	\$0.18	\$0.76	\$0.18	\$0.77
ANNUITY			\$4.50		\$5.00		\$5.00		\$5.00		\$5.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.18	\$47.43	\$7.18	\$48.43	\$7.18	\$49.43	\$7.18	\$50.43	\$7.18	\$51.43

<b>APPRENTICE RATES Eff. Date</b>	<b>05/01/17</b>	<b>05/01/18</b>	<b>05/01/19</b>	<b>05/01/20</b>	<b>05/01/21</b>
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**SECOND YEAR APPRENTICE**

			Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21
HOURLY RATE			\$25.37		\$25.76		\$26.53		\$27.30		\$28.08
H & W	0.160	*\$6.40	\$10.48	*\$6.40	\$10.53	*\$6.40	\$10.64	*\$6.40	\$10.78	*\$6.40	\$10.89
PENSION	0.105		\$2.66		\$2.70		\$2.79		\$2.87		\$2.95
APPR. TR.	0.010	\$0.60	\$0.85	\$0.60	\$0.86	\$0.60	\$0.87	\$0.60	\$0.87	\$0.60	\$0.88
S.U.B.	0.020	\$0.18	\$0.67	\$0.18	\$0.68	\$0.18	\$0.70	\$0.18	\$0.71	\$0.18	\$0.73
ANNUITY			\$4.50		\$5.00		\$5.00		\$5.00		\$5.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.18	\$45.53	\$7.18	\$46.53	\$7.18	\$47.53	\$7.18	\$48.53	\$7.18	\$49.53

<b>APPRENTICE RATES Eff. Date</b>	<b>05/01/17</b>	<b>05/01/18</b>	<b>05/01/19</b>	<b>05/01/20</b>	<b>05/01/21</b>
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**FIRST YEAR APPRENTICE**

			Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21
HOURLY RATE			\$23.89		\$24.28		\$25.05		\$25.82		\$26.59
H & W	0.160	*\$6.40	\$10.22	*\$6.40	\$10.28	*\$6.40	\$10.41	*\$6.40	\$10.53	*\$6.40	\$10.66
PENSION	0.105		\$2.51		\$2.55		\$2.63		\$2.71		\$2.79
APPR. TR.	0.010	\$0.60	\$0.84	\$0.60	\$0.84	\$0.60	\$0.85	\$0.60	\$0.86	\$0.60	\$0.87
S.U.B.	0.020	\$0.18	\$0.66	\$0.18	\$0.67	\$0.18	\$0.68	\$0.18	\$0.70	\$0.18	\$0.71
ANNUITY			\$4.50		\$5.00		\$5.00		\$5.00		\$5.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.18	\$43.62	\$7.18	\$44.62	\$7.18	\$45.62	\$7.18	\$46.62	\$7.18	\$47.62

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

**BOOK FOUR**

**COLLECTIVE BARGAINING AGREEMENT - LOCAL UNION 542**

**STATE OF DELAWARE**

**EFFECTIVE MAY 1, 2017 TO APRIL 30, 2022**

**ARTICLE XII**

**CONSTRUCTION DEFINITIONS**

**Section 1 - Heavy Construction**

Heavy Construction shall include bridges and viaducts, airports, subways, tunnels, caverns and shafts, railroad and railways, reservoirs, dams, water supply and irrigation projects, reclamation and flood control projects, water power and hydro-electric projects, sewage disposal and filtration and water treatment plants, bulkheads and retaining walls, swimming pools, athletic fields, site work, playgrounds, cross-country transmission lines, underground conduits, substations, clear-up work following a disaster, and all work connected therewith and any other construction not defined as building construction or highway construction and the excavation for and demolition required in connection with all of the foregoing and snow removal during construction.

In further connection with hydro-electric projects, the superstructure of the power plant shall be building construction. The substructure under this power plant superstructure shall be building construction unless the substructure is any part of the dam, reservoir, storage tank, or sluiceway.

**Section 2 - Building Construction**

Building Construction shall include office buildings, manufacturing plants, generating plants, including heating plants, refineries, warehouses, hospitals, theatres and auditoriums of all kinds, sport stadiums, race tracks, department stores, schools, churches, hotels, apartment houses, building accessory to public utilities, such as railroad stations, round-houses, repair shops, telephone exchanges, bus terminals and the like, post offices, courthouses and other municipal and governmental buildings of all kinds and character, and the excavations for and demolition of all of the foregoing, and snow removal during construction.

The Building Rate shall apply to all work performed on the building job site and to any temporary off-site plants servicing the building job site. Where the temporary off-site plant services more than one (1) job and majority of the work performed by the said off-site plant is for building construction work (within the definitions herein set forth) then the building rate shall apply to all work performed at the said off-site plant; however, if the majority of work performed at any such temporary off-site plant is for heavy construction or highway construction (within the definitions herein set forth) then the appropriate heavy construction or highway construction rate of pay shall be applicable.

**Section 3 - Highway Construction**

Highway construction shall include all roads, streets, culverts, curbs, gutters, sidewalks and sewer and the excavation for all of the above. All substructures for bridges, grade crossings, causeways, and so forth of 100 feet or less overall length measured from abutment to abutment shall be considered Highway Work.

### **ARTICLE XIII**

#### **WAGES AND WORKING CONDITIONS APPLICABLE TO CONSTRUCTION**

##### **Section 1 - Wage Scale**

All classifications and wage rates as covered by this Agreement are set forth in the schedule attached hereto covering the appropriate type of construction and area.

##### **Section 2 - Overtime Rates**

State of Delaware: All time worked in excess of eight (8) hours but not in excess of ten (10) hours during a work day shall be paid at time and one-half ( $1\frac{1}{2}$ ) the Employee's regular rate. All time worked in excess of ten (10) hours worked in any work day shall be paid the double time rate. All hours worked on Saturday not in excess of eight (8) hours shall be paid at the time and one-half ( $1\frac{1}{2}$ ) rate. All hours in excess of eight (8) hours on Saturday shall be paid at the double time rate, however, that in any case when actually working directly with other trades which are allowed double time, the double time rate shall be allowed also to such Engineers and Apprentice/Oilers as are actually working directly with such trades. Holidays shall be compensated for as outlined in Article XIII, Section 8, 8A. (Sundays will be paid at double time rate).

##### **Section 2A - Heavy Construction - State of Delaware:**

Overtime pay (except Sundays which shall be paid at the double time rate), shall be computed on the basis of time and one-half, provided however, that in any case when actually working directly with other trades which are allowed double time, the double time rate shall be allowed also to such Engineers and Apprentices as are actually working directly with such trades. Holidays shall be compensated for as outlined in Article XIII, Section 8, 8A.

##### **Section 2B - Highway Construction - State of Delaware**

All work performed by an Employee after eight (8) hours in one (1) day and/or forty (40) hours in one (1) week, shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ). On snow removal, all work in excess of eight (8) hours per day shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) except those days listed in Section 4. However, when working directly with other trades allowed double time, the double time rate shall be paid to such Engineers and Apprentice/Oilers.

##### **Section 3 - Lead Engineer and Assistant Lead Engineer - State of Delaware**

The Lead Engineer shall, under the direction of management, supervise the operation, maintenance and repair of all equipment coming under the jurisdiction of the Operating Engineers.

When rented equipment is used on a project with the Operator on the equipment owner's or lessee's payroll, the Operator must be counted in the total number of Employees employed on the project towards the hiring of a Lead Engineer and Assistant Lead Engineer. An Assistant Lead Engineer shall be employed where twenty-five (25) or more Employees are employed on any one (1) project of an Employer and for each multiple of twenty-five (25).

The rate of wages for a Lead Engineer shall be one dollar and fifty cents (\$1.50) per hour above the highest rate of pay of any Engineer employed on a weekly basis for the same Employer on the same project.

The Assistant Lead Engineer, when employed, shall be paid ninety cents (\$0.90) per hour above the highest wage of pay of any Engineer employed on a weekly basis by the Employer on the same project.



shift shall receive ten percent (10%) additional for each hour paid. Any shift of less than three (3) days duration will be worked at the overtime rate, except with the consent of the Union. There shall be a one-half hour lunch period on each shift. On any shift overlap, overtime shall be paid for the overlap to one (1) shift only. The details of the shifts will be discussed with the Union prior to setting up. But under no circumstances shall there be more than eight (8) hours work without overtime pay or lunch period be other than between the third and fifth hour of work.

#### **Section 6A - Multiple Shift Work - Highway - State of Delaware**

When more than a single shift is employed the first shift shall start at the option of the Contractor and shall be paid for at the straight time rate, the second shift shall follow the first, and be paid for at the straight time rate plus five percent (5%) for each hour worked, the third shift shall then follow the second and be paid for at the straight time rate and five percent (5%) per hour for each hour worked, provided however, the Contractor may elect to pay for the second shift, eight (8) hours pay for the 7<sup>1/2</sup> hours worked and for the third shift eight (8) hours pay for seven (7) hours worked.

For pay purposes, the shift nearest 8:00 a.m. to 4:00 p.m. shall be the first shift, the shift nearest 4:00 p.m. to 12:00 midnight shall be the second shift and the shift nearest to 12:00 midnight to 8:00 a.m. shall be the third shift.

#### **Section 7 - Saturday - State of Delaware**

Employees covered by this Agreement who are required to report on Saturdays shall receive two (2) hours pay at the applicable overtime rate, and if required to start work shall receive four (4) hours at the applicable overtime rate, and if required to work more than four (4) hours shall receive eight (8) hours pay at the overtime rate.

#### **Section 8 - Sunday and Holiday Pay - Building & Heavy - State of Delaware**

The Holidays adopted are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such. Work performed on Holidays shall be paid for at the double time rate, which includes Holiday Pay. Only in case of emergency shall work be performed on Labor Day. Employees covered by this Agreement on a weekly basis shall be paid for Holidays falling during the scheduled work week, provided such Employees worked the scheduled work day previous to the Holiday and the scheduled work day following the Holiday.

Employees covered by this Agreement reporting on the above Holidays or on Sundays shall receive twelve (12) hours pay, but if started to work shall receive sixteen (16) hours pay. If not started to work on the above mentioned days within one (1) hour of the scheduled starting time, he shall be dismissed for the period and receive twelve (12) hours pay at his regular straight time rate. Holidays falling on Saturday shall be recognized as a paid Holiday. In the Delaware Building and Heavy, the day after Thanksgiving will also be recognized as a Holiday. A Holiday falling on Saturday shall be recognized as a paid Holiday and celebrated on Friday. Holidays falling on Sunday shall be celebrated on Monday.

#### **Section 8A - Sunday and Holiday Pay - Highway - State of Delaware**

Work performed on the following Holidays or days on which those Holidays are observed shall be paid for at the double time rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Sundays. Only in case of an emergency shall work be performed on Labor Day. If any other days are observed as Holidays and work cannot be performed, any time worked on Saturday to make up for such Holidays shall be at the overtime rate. Employees required to work on any of the above Holidays shall receive sixteen (16) hours pay.

### **Section 12A - Welding Equipment - Highway - State of Delaware**

Two (2) 250 amp or less pieces of welding equipment may be operated without an Engineer. If more than two (2) pieces of welding equipment of any size or larger than 250 amp are operated on the same day by the same Contractor on the same job site, an Engineer shall be required. One (1) additional Engineer shall be employed for the fourth (4th) such machine and every three (3) thereafter.

At the option of the Union, a Miscellaneous Equipment Mechanic may be used to operate the above equipment.

Any three (3) pieces of equipment outlined in this Article not requiring the services of an Engineer singularly shall require the services of an Engineer, provided however, one (1) additional Engineer, shall be employed for the fourth (4th) such machine and every three (3) thereafter. However, when one (1) compressor 125 cubic feet and under and one (1) piece of welding equipment 300 amp or less are used on the same day by the same Contractor on the same job site, an Engineer shall be required. One (1) additional Engineer shall be employed for the fourth (4th) such machine and every three (3) thereafter.

### **Section 13 - Pumps - Building & Heavy - State of Delaware**

One (1) three (3) inch factory specification pump or its equivalent may be operated without an Engineer. If more than one (1) pump of any size or larger than three (3) inches is operated on the same day by the same Employer on the same job site, an Engineer shall be required; provided however, that the operation of all pumps will remain with the jurisdiction of the Operating Engineers.

Pumps not requiring an Operating Engineer will be serviced by an Apprentice or an Operating Engineer on the job. Submersible electric pumps will be manned only during productive work hours.

### **Section 13A - Pumps - Highway - State of Delaware**

One (1) Engineer may operate as many pumps on any job as he can conveniently handle; provided however, at all times, jurisdiction over all pumps remains within the Operating Engineers Union.

A single pump up to and including five (5) inch discharge or more than one (1) pump not to exceed five (5) inches may be operated without the services of an Engineer, provided however, at all times, jurisdiction over all pumps remains within the Operating Engineers Union.

### **Section 14 - Conveyors - Building & Heavy - State of Delaware**

One (1) building conveyor forty (40) feet or less may be operated without an Engineer, however, if conveyor is longer than forty (40) feet, or more than one (1) conveyor of any size is used by the same Contractor on the same day on the same job site, an Operating Engineer shall be employed. One (1) Engineer may operate up to three (3) conveyors. At all times, the jurisdiction of conveyors will remain with the Operating Engineers. The General Contractor is responsible for compliance with this Section.

### **Section 15 - Generators - State of Delaware**

One (1) electric generator or one (1) piece of similar equipment may be operated without the use of an Engineer, provided the rating of such generator or equipment does not exceed five thousand (5,000) watts. The operation of electric generators will remain within the jurisdiction of the Operating Engineers.

### **Section 16 - Space Heaters - State of Delaware**

One (1) space heater of 500,000 BTU or less may be operated without an Engineer. If more than one (1) heater is operated on the same day by the same Contractor on the same job site, an

(b) For boom type concrete truck that has **196 feet (61 meters)** of boom length or less that is involved in a **350** yard of concrete pour, or less, per eight (8) hour work day.

1. Should a second person be required/**needed**, the work will be assigned to an Operating Engineer as that of an Apprentice/Oiler.

2. Should the boom not be in the sight of the Operator, then the Employer will engage an Apprentice/Oiler.

3. **All Boom Pump Operators** will be paid Wage Group I(A).

The Apprentice/Oiler shall be under the direct supervision of the Engineer to whom he is assigned. His duties at the discretion of the Employer may include, but are not limited to, cleaning, oiling, greasing, hook mats, spot trucks, change cables, change booms, signal crane, or any other non-jurisdictional work directly involved with his piece of equipment. He may service his piece of equipment during the lunch period without premium pay, if permitted to take an equivalent period immediately before or after the scheduled lunch period. With the exception of the lunch period, at no time can a machine requiring an Apprentice/Oiler work or travel under own power or be repaired without a full crew. Grease truck personnel may work other than the regular shift at the shift differential rate.

### **Section 19 - Tower Type Cranes**

All tower type cranes shall require two (2) Engineers. The erecting, dismantling, jumping and jacking shall be done by the crew of Engineers, if additional men are needed, they shall be hired from the Union's Referral List in accordance with the referral system under this Agreement. The crew will remain on the job for the applicable work shift. Tower cranes calculated from ground up and out for purpose of boom pay, **and receive the Group I(A) Wage Group of pay.**

### **Section 20 - Dual-Purpose Machines - State of Delaware**

Dual-purpose machines shall carry the Wage Group II rate of pay. Dual-purpose machine means any machine with additional attachments that is capable of and is operated to perform two (2) functions or more at the same time or on the same day.

### **Section 21 - Safety and Element Protection - State of Delaware**

Employees shall be properly protected from material and the elements.

The parties have a mutual responsibility to cooperate in developing mutually satisfactory means of achieving continuing improvement in the safety conditions in the industry. Members of the Union and the Employer shall comply with all safety measures required under City, County, State, and Federal Safety Rules and Regulations.

The Employer and the Union will develop and keep up to date a written safety program. This safety program will include a Joint Safety Committee, which will meet regularly. All safety equipment required by this program shall be furnished by the Employer.

### **Section 22 - Winter Heat - State of Delaware**

Operators of electric, gas, diesel, or skeleton machines during winter weather shall be provided with heat.

### **Section 23 - Minor Repair Work - State of Delaware**

Operator shall do minor repair work on the machine as is required by the Employer, provided this shall not be used for the purpose of reducing the number of Maintenance Engineers who would ordinarily be employed on the job.

Repair work done on overtime shall be paid for at the applicable overtime rate. Maintenance Engineers shall be required to furnish tools.

**BUILDING/HEAVY RATES FOR THE STATE OF DELAWARE  
OPERATING ENGINEERS - LOCAL 542**

WAGE GROUP I Eff. Date			05/01/17		05/01/18		05/01/19		05/01/20		05/01/21
			Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21
HOURLY RATE			\$39.42		\$40.96		\$42.51		\$44.06		\$45.60
H & W	0.160	*\$6.58	\$12.89	*\$6.58	\$13.14	*\$6.58	\$13.38	*\$6.58	\$13.62	*\$6.58	\$13.87
PENSION	0.105		\$4.14		\$4.30		\$4.46		\$4.63		\$4.79
APPR. TR.	0.010	\$0.60	\$0.99	\$0.60	\$1.01	\$0.60	\$1.03	\$0.60	\$1.04	\$0.60	\$1.06
S.U.B.	0.020	\$0.18	\$0.97	\$0.18	\$1.00	\$0.18	\$1.03	\$0.18	\$1.06	\$0.18	\$1.09
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.36	\$65.41	\$7.36	\$67.41	\$7.36	\$69.41	\$7.36	\$71.41	\$7.36	\$73.41

Handling Steel And Stone

In Connection With Erection

Cranes \*\*\*

Any Machines Handling Machinery

Cable Spinning Machine

Helicopter

Concrete Pumps

High Rail/Burro Crane

Rail Loader (Winch Boom Type)

Spider/Mini Crane

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

\*\*\*Refer to Section 17, Paragraph C

WAGE GROUP I(A)	Eff. Date		05/01/17		05/01/18		05/01/19		05/01/20		05/01/21	
			Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21	
HOURLY RATE			\$42.42		\$43.96		\$45.51		\$47.05		\$48.59	
H & W	0.160	*\$6.58	\$13.37	*\$6.58	\$13.61	*\$6.58	\$13.85	*\$6.58	\$14.11	*\$6.58	\$14.36	
PENSION	0.105		\$4.45		\$4.62		\$4.78		\$4.94		\$5.10	
APPR. TR.	0.010	\$0.60	\$1.02	\$0.60	\$1.04	\$0.60	\$1.06	\$0.60	\$1.07	\$0.60	\$1.09	
S.U.B.	0.020	\$0.18	\$1.03	\$0.18	\$1.06	\$0.18	\$1.09	\$0.18	\$1.12	\$0.18	\$1.15	
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00	
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00	
TOTAL	0.295	\$7.36	\$69.29	\$7.36	\$71.29	\$7.36	\$73.29	\$7.36	\$75.29	\$7.36	\$77.29	

Handling Steel And Stone

In Connection With Erection

Cranes \*\*\*

Any Machines Handling Machinery

Concrete Pumps

High Rail/Burro Crane

Rail Loader (Winch Boom Type)

**Single Person Truck Cranes 15 Ton And Over Factory Rating, And Cherry Picker Type Machinery And Equipment 15 Ton And Over Factory Rating, Etc.**

**All Equipment In This Group Which Previously Received The Hour In Lieu Of An Oiler Will Receive Wage Group I(A).**

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

\*\*\*Refer to Section 17, Paragraph C



**BUILDING/HEAVY RATES FOR THE STATE OF DELAWARE  
OPERATING ENGINEERS - LOCAL 542**

WAGE GROUP II(A) Eff. Date			05/01/17		05/01/18		05/01/19		05/01/20		05/01/21	
			Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21	
HOURLY RATE				\$42.08		\$43.62		\$45.17		\$46.71		\$48.26
H & W	0.160	*\$6.58	\$13.31	*\$6.58	\$13.56	*\$6.58	\$13.81	*\$6.58	\$14.06	*\$6.58	\$14.29	
PENSION	0.105		\$4.42		\$4.58		\$4.74		\$4.90		\$5.07	
APPR. TR.	0.010	\$0.60	\$1.02	\$0.60	\$1.04	\$0.60	\$1.05	\$0.60	\$1.07	\$0.60	\$1.08	
S.U.B.	0.020	\$0.18	\$1.02	\$0.18	\$1.05	\$0.18	\$1.08	\$0.18	\$1.11	\$0.18	\$1.15	
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00	
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00	
TOTAL	0.295	\$7.36	\$68.85	\$7.36	\$70.85	\$7.36	\$72.85	\$7.36	\$74.85	\$7.36	\$76.85	

**Single Person Operation Truck Cranes 15 Ton And Over Factory Rating, And Cherry Picker Type Machinery And Equipment 15 Ton And Over Etc. Cranes Doing Hook Work Will Be Paid Wage Group I(A) .**

**Crawler Backhoes And Crawler Gradalls Over One (1) Cubic Yard Factory Rating, Hydraulic Backhoes Over One (1) Cubic Yard Factory Rating.**

**All Equipment In This Group Which Previously Received The Hour In Lieu Of An Oiler Will Receive Wage Group II(A) .**

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

WAGE GROUP III	Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21					
		Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21	
HOURLY RATE			\$36.89	\$38.44	\$39.98	\$41.52	\$43.06				
H & W	0.160	*\$6.58	\$12.48	*\$6.58	\$12.72	*\$6.58	\$12.97	*\$6.58	\$13.22	*\$6.58	\$13.48
PENSION	0.105		\$3.87	\$4.04	\$4.20	\$4.36	\$4.52				
APPR. TR.	0.010	\$0.60	\$0.97	\$0.60	\$0.98	\$0.60	\$1.00	\$0.60	\$1.02	\$0.60	\$1.03
S.U.B.	0.020	\$0.18	\$0.92	\$0.18	\$0.95	\$0.18	\$0.98	\$0.18	\$1.01	\$0.18	\$1.04
ANNUITY			\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
PIN POINT			\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
TOTAL	0.295	\$7.36	\$62.13	\$7.36	\$64.13	\$7.36	\$66.13	\$7.36	\$68.13	\$7.36	\$70.13

Conveyors (Except Building Conveyors)

Asphalt Plant Engineers

High Or Low Pressure Boilers

Well Drillers

Forklift Trucks All Types

Ditch Witch Type Trenchers

Motor Patrols

Concrete Breaking Machines

Rollers

Fine Grade Machines

Elevator Operator (New Construction)

Building Hoists (Single Drum)

Stump Grinder

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications



### **APPRENTICE ADDENDUM**

**APPRENTICES** subject to availability, will be referred to each Employer at the ratio of one Apprentice to each six (1:6) Journey-members employed. Hoisting machines, as defined in the Collective Bargaining Agreement, will not be computed into this ratio. Hoisting machines will continue to be manned as required in the Agreement.

**THE EMPLOYER** shall not lay-off an Apprentice for lack of work unless notice has been given to the Local at least twenty-four (24) hours prior to lay-off. When equipment is shut-down the Apprentice will not replace the Journey-member.

**THE CLASSIFICATION** of Apprentice (e.g. First Year, Second Year, etc.) shall be defined by the Apprenticeship and Training Coordinator. Apprentices, upon the successful completion of each incremental milestone, shall receive a 5% step rate increase based on the Group I Classification:

**THE parties** agree to comply with the standards of Apprenticeship for Operating Engineers as established by the Joint Apprenticeship and Training Committee. The Apprentice shall assume such duties as are agreed to by the Joint Apprentice and Training Trustees.

<b>(a) Probation to first six months of Registered Apprentices:</b>	<b>50%</b>
<b>(b) Second six months of Apprenticeship to successful completion of first year:</b>	<b>55%</b>
<b>(c) Third six months of Registered Apprenticeship:</b>	<b>60%</b>
<b>(d) Fourth six months of Apprenticeship to successful completion of second year:</b>	<b>65%</b>
<b>(e) Fifth six months of Registered Apprenticeship:</b>	<b>70%</b>
<b>(f) Sixth six months of Apprenticeship to successful completion of third year:</b>	<b>75%</b>
<b>(g) Seventh six months of Registered Apprenticeship:</b>	<b>80%</b>
<b>(h) Eighth six months of Apprenticeship to completion of program:</b>	<b>85%</b>

**STATE OF DELAWARE BUILDING AND HEAVY**

**LOCAL UNION 542 - INTERNATIONAL UNION OF OPERATING ENGINEERS**

---

The hourly rates on the daily basis shall be twenty-five cents (\$0.25) per hour in addition to the hourly rate on the weekly basis listed for each classification.

The rate of wages for a Lead Engineer shall be one dollar and fifty cents (\$1.50) per hour above the highest rate of pay of any Engineer employed on a weekly basis for the same Employer on the same project. The Assistant Lead Engineer, when employed, shall be paid ninety cents (\$0.90) per hour above the highest wage of pay of any Engineer employed on a weekly basis by the Employer on the same project.

All mixers under 21E with power loading skip shall be operated by an Apprentice Engineer or Oiler.

On all machines with booms, jibs, masts, and leads 100 feet from ground up, fifty cents (\$.50) per hour additional will be paid for each increment of 25 feet over 100 feet. On machines with booms (including jibs, masts, and leads, etc.), 200 feet and over, two (2) Operating Engineers will be required. Boom is to be measured from the ground, to the heel, to the tip of the boom.

Tower cranes calculated from ground up and out for purpose of boom pay.

All derricks shall require an Apprentice Engineer or Oiler. One (1) Apprentice Engineer or Oiler shall service three (3) guy derricks when under the direction of one (1) Employer or Contractor when working in conjunction with each other.

**HIGHWAY RATES FOR THE STATE OF DELAWARE  
OPERATING ENGINEERS - LOCAL 542**

WAGE GROUP II Eff. Date			05/01/17		05/01/18		05/01/19		05/01/20		05/01/21	
			Surcharge 17		Surcharge 18		Surcharge 19		Surcharge 20		Surcharge 21	
HOURLY RATE			\$34.11		\$35.65		\$37.20		\$38.74		\$40.28	
H & W	0.160	*\$6.58	\$12.04	*\$6.58	\$12.29	*\$6.58	\$12.53	*\$6.58	\$12.78	*\$6.58	\$13.03	
PENSION	0.105		\$3.58		\$3.74		\$3.91		\$4.07		\$4.23	
APPR. TR.	0.010	\$0.60	\$0.94	\$0.60	\$0.96	\$0.60	\$0.97	\$0.60	\$0.99	\$0.60	\$1.00	
S.U.B.	0.020	\$0.18	\$0.86	\$0.18	\$0.89	\$0.18	\$0.92	\$0.18	\$0.95	\$0.18	\$0.99	
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00	
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00	
TOTAL	0.295	\$7.36	\$58.53	\$7.36	\$60.53	\$7.36	\$62.53	\$7.36	\$64.53	\$7.36	\$66.53	

Carryalls	Conveyor Loader
Tournapulls	All Loaders Under 2 Cubic Yards
Concrete Pumps	Chipper With Boom
Asphalt Plant Engineers	Side Boom
Well Drillers	Bobcat-Type Loader(All Attachments)
All Bulldozers	Vermeer Saw
Tractors	Directional Boring Machine
Maintenance Engineer	Hydro-Axe
Welders	Hydro Vac Truck/Excavator
Articulated End/Rear Dump	High Pressure Pumps

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

WAGE GROUP II(A)	Eff. Date	05/01/17	05/01/18	05/01/19	05/01/20	05/01/21					
		Surcharge 17	Surcharge 18	Surcharge 19	Surcharge 20	Surcharge 21					
HOURLY RATE		\$37.11	\$38.66	\$40.20	\$41.75	\$43.29					
H & W	0.160	*\$6.58	\$12.52	*\$6.58	\$12.76	*\$6.58	\$13.02	*\$6.58	\$13.26	*\$6.58	\$13.50
PENSION	0.105		\$3.90		\$4.06		\$4.22		\$4.38		\$4.55
APPR. TR.	0.010	\$0.60	\$0.97	\$0.60	\$0.99	\$0.60	\$1.00	\$0.60	\$1.02	\$0.60	\$1.03
S.U.B.	0.020	\$0.18	\$0.92	\$0.18	\$0.95	\$0.18	\$0.98	\$0.18	\$1.01	\$0.18	\$1.05
ANNUITY			\$6.00		\$6.00		\$6.00		\$6.00		\$6.00
PIN POINT			\$1.00		\$1.00		\$1.00		\$1.00		\$1.00
TOTAL	0.295	\$7.36	\$62.42	\$7.36	\$64.42	\$7.36	\$66.42	\$7.36	\$68.42	\$7.36	\$70.42

Concrete Pumps, etc.

**All Equipment In This Group Which Previously Received The Hour In Lieu Of An Oiler Will Receive Wage Group I(A) .**

**Machines similar to above including remote, robotic, or laser control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate-Twenty percent (20%) Added To All Classifications

### **APPRENTICE ADDENDUM**

**APPRENTICES** subject to availability, will be referred to each Employer at the ratio of one Apprentice to each six (1:6) Journey-members employed. Hoisting machines, as defined in the Collective Bargaining Agreement, will not be computed into this ratio. Hoisting machines will continue to be manned as required in the Agreement.

**THE EMPLOYER** shall not lay-off an Apprentice for lack of work unless notice has been given to the Local at least twenty-four (24) hours prior to lay-off. When equipment is shut-down the Apprentice will not replace the Journey-member.

**THE CLASSIFICATION** of Apprentice (e.g. First Year, Second Year, etc.) shall be defined by the Apprenticeship and Training Coordinator. Apprentices, upon the successful completion of each incremental milestone, shall receive a 5% step rate increase based on the Group I Classification:

**THE parties** agree to comply with the standards of Apprenticeship for Operating Engineers as established by the Joint Apprenticeship and Training Committee. The Apprentice shall assume such duties as are agreed to by the Joint Apprentice and Training Trustees.

- |   |            |
|---|------------|
| <b>(a) Probation to first six months of Registered Apprentices:</b>                     | <b>50%</b> |
| <b>(b) Second six months of Apprenticeship to successful completion of first year:</b>  | <b>55%</b> |
| <b>(c) Third six months of Registered Apprenticeship:</b>                               | <b>60%</b> |
| <b>(d) Fourth six months of Apprenticeship to successful completion of second year:</b> | <b>65%</b> |
| <b>(e) Fifth six months of Registered Apprenticeship:</b>                               | <b>70%</b> |
| <b>(f) Sixth six months of Apprenticeship to successful completion of third year:</b>   | <b>75%</b> |
| <b>(g) Seventh six months of Registered Apprenticeship:</b>                             | <b>80%</b> |
| <b>(h) Eighth six months of Apprenticeship to completion of program:</b>                | <b>85%</b> |

**STATE OF DELAWARE - HIGHWAY CONSTRUCTION**

**LOCAL UNION 542 - INTERNATIONAL UNION OF OPERATING ENGINEERS**

---

The hourly rates on the daily basis shall be twenty-five cents (\$0.25) per hour in addition to the hourly rate on the weekly basis listed for each classification.

The rate of wages for a Lead Engineer shall be one dollar and fifty cents (\$1.50) per hour above the highest rate of pay of any Engineer employed on a weekly basis for the same Employer on the same project. The Assistant Lead Engineer, when employed, shall be paid ninety cents (\$0.90) per hour above the highest wage of pay of any Engineer employed on a weekly basis by the Employer on the same project.

All mixers under 21E with power loading skip shall be operated by an Apprentice Engineer or Oiler.

On all machines with booms, jibs, masts, and leads 100 feet from ground up, fifty cents (\$.50) per hour additional will be paid for each increment of 25 feet over 100 feet. On machines with booms (including jibs, masts, and leads, etc.), 200 feet and over, two (2) Operating Engineers will be required. Boom is to be measured from the ground, to the heel, to the tip of the boom.

Tower cranes calculated from ground up and out for purpose of boom pay.

All derricks shall require an Apprentice Engineer or Oiler. One (1) Apprentice Engineer or Oiler shall service three (3) guy derricks when under the direction of one (1) Employer or Contractor when working in conjunction with each other.



**STATE OF DELAWARE - UTILITY AGREEMENT**

**LOCAL UNION 542 - INTERNATIONAL UNION OF OPERATING ENGINEERS**

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All Contractors who do Utility work as outlined in the Collective Bargaining Agreement will pay the appropriate rate of pay as outlined in the Collective Bargaining Agreement. Building and Heavy Rates shall apply.

The Utility Agreement will be the Site Addendum Conditions using the Building and Heavy Rates effective May 1, 2017 through April 30, 2022.

Any Contractor who violates any regulation in the Collective Bargaining Agreement in reference to the funds or improper manning of equipment shall not be eligible to utilize the Utility Agreement until such violations are corrected.

The guaranteed hours shall be twenty-four (24) with 2-4-8 on remaining days.

In the event an Operator begins work on non-guaranteed days the Operator shall receive four (4) hours minimum pay.

Operators may be dismissed for inclement weather related conditions only.

If the Operator is dismissed due to circumstances beyond their control they shall receive eight (8) hours pay.

**COLLECTIVE BARGAINING AGREEMENT**

**LOCAL 542, INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO**

**and**

**THE PENN TANK CONTRACTORS  
(Hereinafter referred to as the Employer)**

\*\*\*\*\*

**TERRITORIAL JURISDICTION**

The territorial jurisdiction of the Union covers the eastern half of Pennsylvania and the State of Delaware. This Agreement shall apply to all work performed in Philadelphia, Bucks, Delaware, Chester, and Montgomery Counties Pennsylvania (known as the "5-County Area") and Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, and York Counties, Pennsylvania (known as the "29-County Area"), and the State of Delaware. When working in other areas covered by the jurisdiction of the Local Union, the Employer agrees to abide by the prevailing agreements in the area applicable to the Union and subject to Article I, Section 3 of the Agreement with the Operating Engineers Employers of Eastern Pennsylvania and Delaware.

**TERM**

This Agreement shall be binding upon the parties hereto retroactively from May 1, 2017 through April 30, 2022 for the 5 County Area, and from May 1, 2017 through April 30, 2022 for the State of Delaware, and May 1, 2017 through April 30, 2022 for the 29 County Area.

**WAGES AND BENEFITS**

Wages and Benefit provisions contained in the Collective Bargaining Agreement shall apply.

**JOB NOTICE**

Approximately one (1) week prior to the start of each job in the above areas, the Contractor agrees to mail one (1) copy of the attached "Job Notice Form". Also, it is agreed that a pre-job conference may be called by either the Union or the Contractor.

**JURISDICTION**

ALL work in the erection, dismantling, conversion, and repair of all storage tanks including elevated tanks and standpipe.

**ADDENDUM TO THE BASIC AGREEMENT**  
**Construction Agreement**  
**Between the**  
**WHARF AND DOCK BUILDERS**  
**ASSOCIATION**  
**OF PHILADELPHIA AND VICINITY**  
**And**  
**LOCAL UNION 542**  
**THE INTERNATIONAL UNION**  
**OF OPERATING ENGINEERS, A.F.L. - C.I.O.**

**Effective May 1, 2017 through April 30, 2022 for the 5 County Area**  
**Effective May 1, 2017 through April 30, 2022 for the State of Delaware**  
**Effective May 1, 2017 through April 30, 2022 for the 29 County Area**

\*\*\*\*\*

**Section 1 - On Tide Work**

Eight (8) consecutive hours of work to begin and end between 6:00 a.m. and 6:00 p.m., on regularly approved low water work or work wherein the tide is the deciding factor in the progress of the work. In such cases, every Employee shall be permitted to have a meal period of thirty (30) minutes which shall begin not earlier than at the end of the third hour of work, and which shall end not later than what would otherwise be the beginning of the fifth hour of work.

**Section 2 - Towing and Transit**

Where air is to be carried on floating equipment in tow for the operation of pumps, siphons, or other equipment an Engineer shall be employed, and he shall receive not less than one (1) days' pay for such work. Overtime provisions in the Basic Agreement shall apply to all overtime.

**Section 3**

All overtime shall be at the applicable scheduled overtime rate.

**Section 4**

Engineers handling creosote materials shall receive thirty-five cents (\$0.35) per hour over and above his basic wage rate (as an added expense).



#07182

COLLECTIVE BARGAINING AGREEMENT - EFFECTIVE MAY 1, 2004 TO APRIL 30, 2006

(STATE OF DELAWARE - EFFECTIVE MAY 1, 2004 TO APRIL 30, 2006)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written:

TYPE OF WORK CONTRACTOR DOES:

OPERATING ENGINEER EMPLOYER

1. Masonry work

R & M Masonry Contractor  
(Print) COMPANY NAME

2. \_\_\_\_\_

Richard L. V.P.  
(Sign) SIGNATURE & TITLE

3. \_\_\_\_\_

4. \_\_\_\_\_

Richard L. V.P.  
(Print) NAME & TITLE

INTERNATIONAL UNION OF OPERATING  
ENGINEERS - LOCAL 542

455 Shady Lane  
ADDRESS

Frank Bantari  
Jim Talerin  
Tim Ryan  
Martin Smith

Huntingdon Valley PA 19006  
CITY STATE ZIP

215-379-8410  
AREA CODE AND PHONE NUMBER

215-379-6871  
FAX NUMBER

\_\_\_\_\_  
EMPLOYER TAX I.D. NUMBER

Lowes Job  
LOCATION WHERE CONTRACT WAS SIGNED

WITNESS:

DATE: MAY 5, 2004



## Exhibit B



9 Ind. Adv.

Contribution Date	Amount Paid	Over / Under	Fund
			Pen.
			Wiel.
			Appt.
			SUB
			Ann.
			Such.
			Pinpoint
			C/OH
			H/H

\*\*\*Check Payable To: "I.U.O.E. Local 542"

CONTRIBUTION CALCULATION - EMPLOYER MUST COMPLETE			
10	EMPLOYERS BENEFIT CONTRIBUTIONS:		
	Gross Wages (4b)	\$ 9,467.64	
		X	29.50%
			\$ 2,792.95
	Total Surcharge (7d) + (7f)		\$ 1,613.64
	Total Annuity (8c)		\$ 1,428.00
	Payroll (5)		\$ 204.00
	GRAND TOTAL BENEFIT = UNIDS		\$ 6,038.59
**11	UNION DUES CHECK-OFF @	3.80% Gross Wages	\$ 369.24

**[Title]**

**R & M Masonry**  
820 Fox Chase Road, Suite 2  
Rockledge, PA 19046  
**(215) 379-8410**  
**7182**

The undersigned employer agrees to be bound by the terms and conditions of the existing Collective Bargaining Agreement and that Trust Agreement as presently constituted and as since been amended. The undersigned affirms that he/she is authorized to execute this document and in behalf of the controlling employer.

**\*\* PLEASE NOTE : if using this Excel spreadsheet, you must still send in the Funds Remittance Report that was mailed to you.**  
**EMPLOYERS COMBINED MONTHLY REPORT FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #542**  
 Shaded Fields Require Data Entry

1 FOR THE MONTH ENDING:			4/30/2019		4 JOINT FUNDS		7 SURCHARGES			8 ANNUITY			9 Ind. Adv.					
2	Employee Name	First	3(a) Social Security #	3(b) Dist.	4(a) Hours Worked	4(b) Gross Wages	5 Pinpoint @ \$1.00/hour	6 Hours Paid	(a)Wage Group	(b)Cont. Code	(c)Med./Appt. Rate/Hour	(d)Welfare Amount	(e)SUB Rate/Hr.	(f)SUB Amount	(a)Hrs. @ 7.00	(b)Hrs. @	(c)Total Annuity	Fund @
*	Shinn	Anthony	182-60-0379	1	112.00	\$5,197.92	\$112.00	112.00		5C	\$7.73	\$865.76	\$0.18	\$20.16	112.00		\$784.00	
*	Smith	Martin	208-54-1320	1	184.00	\$8,539.44	\$184.00	184.00		5C	\$7.73	\$1,422.32	\$0.18	\$33.12	184.00		\$1,288.00	
**	Gleeson	Thomas	201-68-6454	1	136.00	\$6,205.68	\$136.00	136.00		5C	\$7.73	\$1,051.28	\$0.18	\$24.48	136.00		\$952.00	

Contribution Due	Amount Paid	Over / Under	Fund
			Fed.
			Med.
			Appt.
			SUB
			Am.
			Surh.
			Pinpoint
			C/Off
			H/H

MAIL THIS REPORT  
 WITH REMITTANCES TO:  
 I.U.O.E. #42  
 BENEFIT FUNDS  
 P.O. BOX 1477  
 FORT WASHINGTON  
 PA 19034

\*Check Payable To: "I.U.O.E. Benefit Funds" \*\*Check Payable To: "I.U.O.E. Local #42" \*\*\*Check Payable To: "H/H Industry Advancement Fund"

CONTRIBUTION CALCULATION - EMPLOYER MUST COMPLETE			
10 EMPLOYERS BENEFIT CONTRIBUTIONS:			
Gross Wages (4b)	\$19,943.04	X	29.50%
Total Surcharge (7d) + (7f)			\$ 5,883.20
Total Annuity (8c)			\$ 3,417.12
Pinpoint (5)			\$ 3,024.00
GRAND TOTAL BENEFIT FUNDS			\$ 12,756.32
**11 UNION DUES CHECK-OFF @	3.90% Gross Wages		\$ 777.76

**R & M Masonry**  
**820 Fox Chase Road, Suite 2**  
**Rockledge, PA 19046**  
**7182**  
**(215)379-8410**

The undersigned employer agrees to be bound by the terms and conditions of the existing Collective Bargaining Agreement and the Trust Agreement as presently constituted and as such been amended. The undersigned certifies that this fee is allocated to the exclusive bargaining unit and in behalf of the contributing employee.

Signed By \_\_\_\_\_

(Title)